

wexTM

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CUSTOMER AGREEMENT

THIS CUSTOMER AGREEMENT ("Agreement"), effective as of the date appearing on the Quote Sheet attached hereto (the "Effective Date"), is made by and between **WEX Inc.** ("WEX"), a Delaware corporation with offices located at 1 Hancock Street, Portland, Maine 04101 ("WEX," "we," "us," and "our") and the company identified in the Quote Sheet as Customer (also referred to herein as "you" and "your"). In consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Telematics Products; Sale and License Grant.

1.1. WEX, as a licensed reseller of certain telematics devices ("Devices") and related information management services ("Information Management Services," and collectively, with the Devices, "Telematics Products"), shall provide such Telematics Products to Customer pursuant to the terms of this Agreement. Such Telematics Products may, at WEX's sole discretion, be delivered directly to you by the manufacturer, our designees, or subcontractors. The Telematics Products vary based upon the model and service package that you select. Such selections are identified in the applicable Quote Sheet attached hereto or as otherwise agreed to by the parties in writing. The Telematics Products collect specific data elements from the vehicles or equipment on which the Devices are installed, enabling you to access diagnostic and location information from your vehicles and equipment via the Information Management Services.

1.2. Subject to and conditional upon your compliance with this Agreement and any additional manufacturer terms of use applicable to the Telematics Products, WEX (i) transfers title to the Devices to Customer conditional upon our receipt of payment in full, and (ii) grants to Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicenseable license and right to use the Information Management Services during the Term (as defined below), solely in connection with your normal internal business operations and in accordance with any Terms of Use imposed by the supplier of such Information Management Services. Customer shall not, directly or indirectly, resell, sublicense, or subcontract any use of or access to the Telematics Products.

1.3. Certain functions of the Telematics Products require the use of third party products or services ("Third Party Products and Services"), including wireless communication services. WEX has no obligation or liability whatsoever in respect of such Third Party Products and Services, and your use of such Third Party Products and Services, whether acquired independently or through our third-party suppliers, is subject to any applicable terms and conditions of the applicable third party suppliers for such Third Party Products and Services.

2. Customer Responsibilities

2.1. Customer is responsible for the installation of the Devices in all vehicles and approved equipment owned, leased or rented by Customer in accordance with the applicable installation instructions provided by the specific Device's manufacturer. Upon Customer's request, and for an additional fee, WEX may arrange for the installation of the Devices purchased from WEX. In the event Customer does not make the vehicle(s) or equipment available for the scheduled installation(s), WEX may charge Customer a "No Show Fee" of up to the quoted cost of the scheduled installation(s).

2.2. In addition, Customer shall:

- a) designate an employee to become the key coordinator for the Telematics Products;
- b) make such coordinator and all other designated personnel available for training by WEX or our designee, as applicable; and
- c) use and operate the Telematics Products in accordance with any instructions provided by WEX, the specific manufacturer and/or WEX's designee.

2.3. Customer shall not, without WEX's prior written consent:

- a) allow the Devices to become installed in, affixed to, made part of, or used with any other goods or property other than in a vehicle or other approved equipment owned, leased or rented by Customer;
- b) attach to or install on any Devices any accessory, attachment, or other device that would impair the originally intended function, operation or good working order of the Telematics Products;
- c) make any adaptation, modification, or alteration to the Telematics Products; or
- d) copy, reverse engineer, decompile or disassemble or create derivative products (including any software or firmware) from the Telematics Products.

3. Scope of Support Services.

3.1. If purchased by Customer, WEX shall provide the support services described in this section 3. The fees for such support services are set forth in the applicable Quote Sheet attached hereto. WEX may, in its sole discretion, immediately suspend or terminate such support services if Customer is in breach of or default under this Agreement.

3.2. WEX or our designee shall provide support services upon your request during normal business hours (8:00 a.m. – 5:00 p.m. ET, Monday-Friday) through our toll free customer service number, which shall be supplied to you by your WEX sales representative. Depending on the nature of a reported issue, we may refer you to our designated service providers for additional support. WEX shall use commercially reasonable efforts to correct material defects to enable the Telematics Products to perform in accordance with the applicable operating manuals, subject to any limitations or conditions set forth in the specifications for the Telematics Products, as soon as practicable after notification of such defect.

3.3. Support services do not include repair, replacement, or correction of any defects caused by:

- a) Failure to properly install the Devices as described in the operating manual provided to you, unless we performed the installation;
- b) Accident, negligence, theft, vandalism, operator error or misuse, failure of or surges in electrical power, air conditioning or humidity control, abnormal conditions, acts of God (including lightning) or causes other than normal use;
- c) Unauthorized modifications, attachments, repairs or unauthorized parts or any other breach by Customer; or
- d) Failure of a vehicle to be in good working condition.

3.4. The manufacturers or supplier of the Telematics Products may discontinue specific products, including related support. Support services for an end-of-life product will continue to be available up to the end-of-support date. WEX shall use commercially reasonable efforts to provide written notice or any such end-of-support dates to Customer. At that time, WEX will offer Customer compatible Telematics Products, if available. Customer acknowledges that discontinuation of Telematics Products and related support services may be determined by the manufacturer or supplier of such Telematics Products and, as a result, WEX may not have the ability to continue to offer the specific product and/or service, and may not be able to provide advance notice to Customer of any such discontinuation.

3.5. Additional Services: WEX will in good faith consider and deliver reasonable additional professional services relating to the delivery of archived data to the extent requested by Customer. Customer shall compensate WEX for any such professional services, which services (and the rates attributable thereto) shall be communicated by WEX to Customer in an additional Quote Sheet, and Customer shall fully and without limitation indemnify and hold harmless WEX for any claims or liabilities arising from the provision of such additional services.

4. Confidentiality and Non-Disclosure.

4.1. Confidential Information. Except as set forth in section 4.3, "Confidential Information" means any information, whether of a scientific, technical, commercial, or strategic nature, disclosed in written or oral form by a party, its affiliates, or on behalf of a party or its affiliates (the "Disclosing Party") to the other party or its affiliates (the "Receiving Party") in connection with this Agreement, which is designated as confidential or proprietary or should reasonably be understood by the Receiving Party to be confidential or proprietary.

4.2. Non-Disclosure. The Receiving Party shall not disclose any Confidential Information to any third party and shall not use any Confidential Information other than for the purpose of this Agreement; provided, however, the Receiving Party may disclose Confidential Information to its employees, agents, representatives, advisors and affiliates ("Representatives") if and solely to the extent (i) such disclosure is necessary to enable the Receiving

Party to perform its obligations under this Agreement, and (ii) such Representatives are bound by a fiduciary, legal, or written contractual obligation to safeguard confidential information that is at least as restrictive as the provisions of this Agreement. The Receiving Party shall use commercially reasonable efforts to protect and maintain the security and confidentiality of all Confidential Information. The Receiving Party is responsible for any breach of confidentiality caused by any of its Representatives.

4.3. Exceptions. Confidential Information does not include information that: (i) at the time of disclosure is, or thereafter becomes, generally available to the public other than through any act or omission on the part of the Receiving Party or any of its Representatives; (ii) was known by or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party, as evidenced by the Receiving Party's written records; (iii) is acquired on a non-confidential basis from a third party who has the lawful and unrestricted right to disclose such information to the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to or use of, in whole or in part, any Confidential Information, as evidenced by the Receiving Party's written records.

4.4. Other Disclosures. Notwithstanding the obligations of nondisclosure set forth in section 4.2:

a) the Receiving Party or its Representatives may disclose Confidential Information to the extent required by applicable law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that: (i) the Receiving Party shall first notify the Disclosing Party in writing of such required disclosure so that the Disclosing Party may seek a protective order or other remedy, or, in its sole discretion, waive the Receiving Party's compliance with this Agreement; and (ii) if the Disclosing Party does not obtain such protective order or other remedy, or does not waive the Receiving Party's compliance with this Agreement, the Receiving Party will disclose only that portion of the Confidential Information as is legally required and shall exercise all reasonable efforts to obtain confidential treatment of the Confidential Information; and

b) WEX may disclose Customer's Confidential Information to Customer's vendors, customers, or providers of goods or services and other third parties as authorized in writing by Customer to the extent necessary to provide the Telematics Products.

5. Term and Termination.

a) The initial term of this Agreement commences on the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect for the period set forth in the Quote Sheet, which generally will be a period of at least twenty-four (24) months (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew at our then-current Fees for successive periods as set forth in the Quote Sheet, which generally will be either one (1) month or twelve (12) months (each a "Renewal Term," and together with the Initial Term, the "Term") unless either party provides written notice of non-renewal to the other party within the nonrenewal notice period set forth in the Quote Sheet, which generally will either thirty (30) or sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. In addition to any other express termination rights set forth elsewhere in this Agreement, either party may terminate this Agreement at any time, effective upon written notice to the other party, if the other party breaches any material term or condition of this Agreement and such breach (i) is incapable of cure, or (ii) being capable of cure, remains uncured (30) days after written notice from the non-breaching party. If you terminate this Agreement without cause, or if we terminate this Agreement as a result of your material breach, you shall be required to pay an early termination fee of seventy-five US dollars (US\$ 75.00) per Device, plus, to the maximum extent permissible under applicable law, you shall be required to pay the equivalent of any reoccurring monthly service and device/hardware Fees for the remainder of the Term.

In addition, we may terminate this Agreement at any time if you: (i) become insolvent or bankrupt; (ii) reorganize your business, make an assignment under, or otherwise advantage as a debtor of, bankruptcy or insolvency laws; (iii) take any steps to wind up or otherwise terminate your existence as a legal entity; (iv) cease operating your business; or (v) breach any material term or condition of any other agreement between you and us (or our affiliates) and you fail to cure such breach within the applicable cure period.

b) Upon expiration or any termination of this Agreement: (i) all rights granted to you under this Agreement will immediately cease; (ii) you will permanently erase all WEX Confidential Information from your systems and destroy, to the extent practicable, all copies of the Information Management Services software in your possession or control, and, upon our request, provide written

certification that you have complied with the foregoing; and (iii) you shall cease all use of the Information Management Services.

6. Fees and Payment.

6.1. Fees. During the Term, you shall pay us all fees set forth in the Quote Sheet (the "Fees"). In the event our manufacturers or service providers change such fees or implement new charges applicable to us or the Telematics Products, we may change the Fees and/or implement new charges, effective upon thirty (30) days prior written notice to you.

6.2. Payment Terms and Late Fee.

a) Unless otherwise set forth on the Quote Sheet, all one-time Fees (for Devices, installation services and shipping) will be applied to your account five (5) days after the Effective Date. All monthly service Fees will be invoiced sixty (60) days from the Effective Date or upon Device activation, whichever event occurs first, and will continue during the Term. Unless otherwise expressly stated in this Agreement, you shall pay all applicable shipping costs, freight, and sales and/or use taxes.

b) In order to obtain Telematics Products and related services from WEX as set forth herein, you must have a valid fleet card account open, with an "active" status (i.e., not suspended or terminated), with our wholly owned subsidiary, WEX Bank. We will bill you for all Fees relating to products and services hereunder on your fleet card billing invoice. These Fees will appear on your invoice as an ancillary charge and will not be included in any calculation of net spend for purposes of calculating any applicable discounts or rebates with respect to your fleet card account. You shall pay all amounts without offset. In the event that your billing cycle is less than monthly for your fleet card program with WEX Bank, we will bill you for the Fees in the first billing cycle of each month. In the event that your fuel card account is suspended or terminated pursuant to the terms and conditions of such account, then your receipt of services hereunder may be correspondingly suspended or terminated, as the case may be.

c) For the avoidance of doubt, unless otherwise set forth in writing (and notwithstanding any additional fees payable pursuant to this Agreement), Customer's obligations to pay for the Telematics Products and any related shipping, installation, or other charges appearing on a Quote Sheet will be governed by the payment terms (including late fees and other related terms and conditions) set forth in Customer's fleet card agreement with WEX Bank.

7. Ownership of Data and Technology.

a) Customer acknowledges and agrees that the Telematics Products are comprised of proprietary property of either WEX or our manufacturers or suppliers, which property is protected under copyright, trademark, patent, trade secret or other intellectual property laws. WEX or our manufacturers or suppliers retain ownership of all such underlying copyrights, trademarks, trade secrets or other intellectual property rights embodied in or related to the Telematics Products. Information related, directly or indirectly, to the Telematics Products, their development, testing and all other matters are trade secrets and constitute Confidential Information pursuant to section 4 of this Agreement. All rights, title to, interests in, and ownership of any intellectual property rights in the Telematics Products and any and all improvements, modifications, fixes or enhancements to the Telematics Products and any value added services that may be provided by WEX or its designee or that arise under this Agreement, regardless of whether such items or services are created or suggested by you, are and will remain the property of WEX or our manufacturers and service providers, as applicable. You acknowledge such ownership and intellectual property rights and shall not remove or attempt to remove any marks, labels, or legends from the Telematics Products, or take any other action to jeopardize, limit, or interfere in any manner with our ownership of these rights.

b) Customer shall not copy, modify, reverse-engineer, disassemble, or decompile any Telematics Products, and shall not disclose or provide access to the Telematics Products to any third party for such purpose. Customer shall notify WEX immediately of any unauthorized use or disclosure of the Telematics Products, including the intellectual property relating thereto. Under no circumstances whatsoever will Customer's access to the Telematics Products or receipt of any support services provided by WEX under this Agreement vest or transfer any ownership or similar right, title, or interest in or to the underlying intellectual property embodied in or related to the Telematics Products provided to Customer.

c) Customer will retain all title and other proprietary rights in and to any Customer data captured based on its use of the Telematics Products. Notwithstanding the foregoing and the nondisclosure obligations in section 4.2, WEX may use, retain, disclose to third parties, and reproduce in any form pursuant to its business operations all statistics and data delivered to or

generated using the Telematics Products that: (i) pertains to the technical and operational functionality of the Telematics Products; (ii) is necessary or useful in assisting WEX in the diagnosis or correction of issues in the Telematics Products, preparation of billing statements, the evaluation of its software or services, or any improvements, upgrades or enhancements thereto, or the compilation of statistical or performance information; or (iii) is accumulated by WEX on an aggregated basis.

8. Limited Warranty and Disclaimers; Limits of Liability.

8.1. Limited Warranty.

a) The Telematics Products are covered by warranties offered by the applicable manufacturer or supplier. As a reseller, WEX does not extend any further warranties to Customer with respect to the Telematics Products, but will coordinate warranty claims on behalf of Customer with the applicable manufacturer or supplier in accordance with the terms of this Section 8.1. The terms and conditions of such manufacturer or supplier warranty may be included within the terms and conditions entered into by and between Customer and such manufacturer or supplier, if applicable. If Customer is unable to locate a copy of such warranty, it may request a copy from the manufacturer or supplier, or from WEX.

Such manufacturer or supplier warranty may specify a warranty period during which the warranty applies, but if no such period is specified therein, the warranty period, with respect to the Devices, will be one (1) year from the date the Device is shipped and with respect to the Information Management Services will be one (1) year from the date the applicable non-conforming Information Services were provided. References herein to "Warranty Period" will be interpreted consistent with the foregoing.

You acknowledge that the warranty provided by a Telematics Product's manufacturer or supplier may be amended or terminated prior to the expiration of the Warranty Period. In such event, WEX will use commercially reasonable efforts to provide notice of any such amendment or termination to you.

You acknowledge and agree that, except to the extent otherwise set forth herein, your sole recourse with respect to any claims arising from the use of the Telematics Products shall be to the manufacturer or supplier of such Telematics Products, and not to WEX.

b) If you would like WEX to coordinate a claim under any available manufacturer or supplier warranty during the Warranty Period, you must promptly notify us after you learn of the facts supporting the claim. Upon receipt of such timely notification, WEX shall notify the manufacturer or supplier, which in its sole discretion, shall troubleshoot, repair, or replace the non-complying Device or re-perform the Information Management Services, as applicable; **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING CONSTITUTES OUR SOLE AND EXCLUSIVE OBLIGATIONS AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY WARRANTY CLAIMS.**

WEX does not provide warranties on items Customers acquire from others, even if acquired with our assistance.

WEX's obligations under this section 8.1 are void if Customer is in breach of or default under this Agreement. Unless otherwise agreed in writing, service downtime is not a breach of this Agreement and will not entitle you to any refunds or credits.

c) **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TELEMATICS PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WEX DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, QUALITY, PERFORMANCE, DURABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WEX MAKES NO REPRESENTATION, WARRANTY, COVENANT, OR GUARANTY THAT: (i) ANY OF THE TELEMATICS PRODUCTS WILL MEET YOUR BUSINESS NEEDS OR OTHER REQUIREMENTS; (ii) THE TELEMATICS PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; OR (iii) THE TELEMATICS PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE, OR THAT ANY DATA OR INFORMATION PROCESSED BY AND MADE AVAILABLE VIA THE TELEMATICS PRODUCTS WILL BE ACCURATE, COMPLETE, OR AVAILABLE. YOU ASSUME THE ENTIRE RISK IN DOWNLOADING OR OTHERWISE ACCESSING ANY DATA, INFORMATION, FILES OR OTHER MATERIALS OBTAINED FROM THE TELEMATICS PRODUCTS OR OTHERWISE.

8.2. Limitation of Liability.

a) Neither party will be liable for consequential, special, indirect or incidental losses or damages, including lost profits or lost data, even if that party is made aware those damages may occur or such damages are reasonably foreseeable; provided, however, that the foregoing exclusions will not apply to Customer's breach of its obligations under sections 4, 6, 7, or 8.3 of this Agreement. To the maximum extent permitted by law, WEX'S cumulative liability under this Agreement (whether for direct or third-party claims) shall not exceed the total amount paid by Customer to WEX during the two (2) month period immediately preceding the date the cause of action for a claim arose.

b) WEX is not responsible for delays in delivery, installation or provision of the Telematics Products if such delay is caused by Customer's breach of this Agreement.

c) Customer acknowledges that the Telematics Products are supported by a wireless device and that data cannot be collected from a Device once it travels beyond a certain range, unless satellite or "dual mode" options are purchased. In addition, the Telematics Products are dependent on the coverage areas of wireless networks owned and operated by third parties. Coverage areas are approximate and may not cover portions of North America. Actual coverage and operation of the Telematics Products depends on system availability of the wireless or internet providers (including those that provide the mapping services), which are not in WEX's control. Customer understands that WEX, and any underlying carriers, cannot and do not guaranty the security of wireless transmissions and will not be liable for any lack of security or unauthorized use or disclosure of information or data relating to the use of the Telematics Products.

d) Customer acknowledges that use of the Telematics Products will not: (i) prevent or detect all vehicle problems; or (ii) guarantee that a vehicle will not break down or that you will not incur repair bills. Customer acknowledges that the Telematics Products should not be used in lieu of a vehicle warranty or standard maintenance. Customer further understands that the Telematics Products do not detect failures of internally lubricated parts and systems of a vehicle that are not monitored by the vehicle's computer.

e) Customer acknowledges that even if location based data or the Telematics Products are used to attempt to locate a vehicle or equipment in which a Device has been installed or affixed, WEX provides no guaranty that the vehicle or equipment will be successfully located or recovered.

f) WEX shall have no liability of any kind or nature to Customer for (i) loss of or damage to a vehicle in which a Device has been installed or its contents, or (ii) personal injury to persons occupying or affected by a vehicle in which a Device has been installed.

8.3. Indemnification.

a) Customer shall defend, indemnify, and hold harmless WEX and WEX's affiliates, manufacturers, licensors, and suppliers, and each of their respective employees, directors, principals, and agents (each a "WEX Indemnified Party") from and against all losses, costs, damages, suits, proceedings, liens, penalties, fines and liabilities arising from or related to any claim, demand, complaint, or action by a third party arising out of or incident to your (i) possession, distribution, installation or use of the Telematics Products in violation of this Agreement or applicable law, or (ii) breach of any Terms of Use imposed by the manufacturer or supplier of the Telematics Products.

You further agree to defend and hold harmless all WEX Indemnified Parties against any and all claims for libel, slander, property damage, personal injury or death arising in any way, directly or indirectly, from or in connection with this Agreement or the use, failure to use, or inability to use the Telematics Products. WEX may participate in the defense of any claim, provided, however, that nothing in this Agreement shall limit your right to control the defense.

b) WEX shall defend, indemnify, and hold harmless Customer from and against all losses, costs, damages, suits, proceedings, liens, penalties, fines and liabilities arising from or related to any claim, demand, complaint, or action by a third party arising out of or incident to WEX's gross negligence, willful misconduct or fraud as it relates to WEX's obligations under this Agreement, and in particular the support services provided by WEX as set forth in Section 3.2.

c) WEX will not be required to provide indemnity for the Telematics Products in excess of any indemnity actually provided to Customer by such Telematics Products' original equipment manufacturer or distributor (provided WEX will take commercially reasonable efforts to pursue any such indemnity to the extent available under its agreements with such third parties). Customer shall

notify WEX in writing of such claim upon receiving actual notice thereof. WEX will have sole control of the defense of any such action and all negotiations for its settlement or compromise, and Customer shall provide reasonable cooperation to facilitate the defense and/or settlement of such claim.

d) Notwithstanding the foregoing, WEX's indemnification obligations under section 8.3(b) will not apply to the extent that any claim arises from the: (i) use of the Telematics Product in a manner not permitted by this Agreement; (ii) unauthorized modification of any Telematics Product; (iii) unauthorized combination of any Telematics Product with any other product or service in a manner that is not expressly authorized by WEX; or (iv) any other breach by Customer of this Agreement.

e) Without limiting the other obligations of this section 8.3, if an injunction is issued against Customer's use of any Telematics Product provided to you by WEX or its designee, or if in WEX's sole judgment any Telematics Product provided to you by WEX or its designee is likely to become the subject of an infringement claim, WEX may, at its option and expense: (i) procure for Customer the right to use the applicable Telematics Product as provided in this Agreement; (ii) replace or modify the Telematics Product so it becomes non-infringing (with equivalent functionality, quality and performance); or (iii) if options (i) or (ii) cannot be achieved despite WEX's commercially reasonable efforts, WEX may, as applicable: (A) terminate the license to access and use the Information Management Services and refund to Customer any prepaid but unused Fees, and/or (B) accept the return of all Devices in Customer's possession and refund to Customer an amount equal to the depreciated Fees paid by Customer for the Devices calculated on a straight-line basis over a three (3) year period from the date of purchase. Sections 8.3(b)-(e) set forth Customer's exclusive remedy for any actual or alleged intellectual property infringement arising in connection with Customer's receipt or use of the Telematics Products.

The parties' respective Indemnification obligations in this Section 8.3 are subject in all respects to the limitations set forth in Sections 8.1 and 8.2.

9. General Provisions.

a) Customer shall comply with all applicable laws, rules, regulations, and orders, including privacy laws, relating to Customer's business and/or use of the Telematics Products. Customer shall cause all of its affiliates, employees, agents and consultants (collectively "Associates") to comply with the terms of this Agreement and will be fully responsible and liable for the acts or omissions of any Associate. As may be required by law, Customer shall make all disclosures to, and obtain all informed consents from, all Associates who use or may use vehicles or equipment with Devices installed that information relating to use of such vehicles or equipment may be monitored and collected by Customer.

b) Customer shall fully comply with all applicable export and import laws, regulations, orders, and policies, including securing all necessary clearance requirements, export and import licenses and exemptions, and making all proper filings. We may, at our sole discretion and upon reasonable notice, require you to provide us with written certification and records relating to your compliance with applicable export and import laws, or prohibit you from doing business with certain customers to ensure that you comply with applicable export and import laws.

c) This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns, including the acquirer or transferee of the assets or business interests of a party. Notwithstanding the foregoing, Customer may not transfer or assign this Agreement or assign or delegate any of its rights under this Agreement, in whole or in part, whether voluntarily, by operation of law, or otherwise, without the expressed prior written consent of WEX. WEX may assign or novate this Agreement in its sole discretion by way of written notice to Customer.

d) This Agreement, together with the Quote Sheet constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements between the parties, whether written or oral, relating to the same subject matter.

Customer acknowledges and agrees that upon its receipt and usage of the Telematics Products, it shall have a direct relationship with the manufacturer or supplier of the Telematics Products, and that its direct relationship with the manufacturer or supplier of the Telematics Products, which includes any and all product warranties that such manufacturer or supplier may offer with respect to such Telematics Product(s), shall be governed, as applicable, by the terms and conditions entered into by and between Customer and such manufacturer or supplier, which terms and conditions may deviate from this Agreement.

e) WEX may, in its sole discretion, modify this Agreement at any time, effective upon thirty (30) days prior written notice to Customer.

f) This Agreement, including all Quote Sheets will be governed by and construed in accordance with the laws of the State of Maine, without giving effect to its conflict of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree voluntarily, intentionally, and irrevocably to waive all right to trial by jury in any proceeding instituted in any court, arising out of this Agreement, and agree to resolve such matters as provided in section 10 (Arbitration). The parties hereby consent to the jurisdiction of any local, state, or federal court in which an action is commenced and located in accordance with the terms of this section 9(f). The parties will not disturb such choice of forum and, if not resident in such state, will waive the personal service of any and all process upon them and consent that such service of process may be made by certified or registered mail, return receipt requested, addressed to the parties as set forth herein.

g) The parties are independent contractors and nothing in this Agreement will be deemed or constructed as creating a partnership, joint venture, association, agency or employment relationship between the parties. Moreover, WEX is not and will not be considered an agent of Customer or any third-party provider of goods or services provided by Customer.

h) If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such provision will, as to such specific jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, but the remaining provisions of this Agreement shall remain in full force and effect (except as specifically provided in section 10 (Arbitration), and any such invalidity, illegality, or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction. Furthermore, if any restriction or limitation in this Agreement is deemed to be unenforceable because it is unreasonable, onerous, or unduly restrictive, it will not be stricken in its entirety and held totally void and unenforceable, but will remain effective to the maximum extent permissible within the court ruling.

i) The terms and provisions of sections 1, 2.3, 4, 5, 6, 7, 8 and 9, and any other terms or provisions which by their nature are intended to survive, shall survive any termination or expiration of this Agreement.

j) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10. Arbitration.

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY.

10.1. This section 10 provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration is governed by the Federal Arbitration Act (FAA), and will be interpreted in the broadest way the law will allow.

10.2 Covered Claims.

a) Customer or WEX may arbitrate any claim, dispute, or controversy (each a "Claim") between Customer and WEX arising out of or related to this Agreement or the relationship between Customer and WEX. Claims include disputes relating to incentives or benefits relating to your account.

b) If arbitration is chosen by any party, neither Customer nor WEX may litigate that Claim in court or have a jury trial on that Claim.

c) Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including: (i) Claims based on contract, tort (including intentional tort), fraud, agency, any party's negligence, statutory or regulatory provisions, or any other sources of law; (ii) Claims made as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; (iii) Claims made regarding past, present, or future conduct; and (iv) Claims made independently or with other claims. This also includes Claims made by or against anyone connected with Customer or WEX, or by someone making a claim through Customer or WEX, such as an employee, agent, representative or an affiliated/parent/subsidiary company.

10.3 Arbitration Limits

a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.

b) Claims brought as part of a class action, private attorney general, or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither Customer nor WEX may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration.

10.4 How Arbitration Works.

a) Arbitration will be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website (www.adr.org) or by calling 800-778-7879. Customer or WEX may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Customer's billing address.

b) If the AAA is not available to conduct the arbitration, then Customer or WEX may petition a court of appropriate jurisdiction to designate an appropriate arbitrator.

c) Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither Customer nor WEX waives the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.

d) The arbitration will be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for

discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Confidential Information of either party if requested to do so. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.

e) The arbitrator will make any award in writing and, if requested by Customer or WEX, will provide a brief statement of the reasons for the award. An arbitration award will decide the rights and obligations only of the parties named in the arbitration, and will not have any bearing on any other person or dispute.

10.5 Paying for Arbitration Fees. Arbitration fees will be allocated according to the applicable AAA Rules. All parties are responsible for their own attorney's fees, expert fees, and any other expenses, unless the arbitrator awards such fees or expenses to Customer or WEX based on applicable law.

10.6 The Final Award.

a) Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal will be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

b) A final award may be entered in any court of appropriate jurisdiction.

10.7 Survival and Severability of Terms. This arbitration provision will survive changes in this Agreement and termination of your account or the relationship between Customer or WEX, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed, or waived, except as provided in this Agreement or in a written agreement between Customer or WEX.

MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	COO	WEX List Price	Sourcewell Price	Discount Rate
Surfsight	AI-12 Camera	AI-12	Z6 is a dual camera that is designed to capture images and features in front of the vehicle and of the vehicle cab environment.	EA	USA	\$ 399.00	\$ 300.00	24.81%
Surfsight	Monthly AI-12 Service	Integrated Video Service into MyGeotab Application	AI-12 is a dual camera that is designed to capture images and features in front of the vehicle and of the vehicle cab environment.	EA	USA	\$ 45.00	\$ 30.00	33.33%
Geotab	GO Device	GO Device	Plug n Play GPS device with OBDII connectivity (Light Duty Vehicles) It supports engine diagnostics and includes battery back up for alerting when the unit loses power or is unplugged. Supports quick, easy and inexpensive (self) installation.	EA	USA	\$ 150.00	\$ 100.00	33.33%
Geotab	GoRugged Device	GoRugged Device	Ruggedized telematics device for harsh conditions or external installation.	EA	USA	\$ 199.00	\$ 149.00	25.13%
Geotab	Harnesses	Harness	Any of the following: HRN-BS16S4 HRN-CW03K3-A HRN-DS06S4 HRN-DS06T2-A HRN-GS09K2 HRN-GS16K22-A HRN-GR09K1-A HRN-RS12S2 HRN-RW03K4-A	EA	USA	\$ 50.00	\$ 35.00	30.00%
Geotab	Base Monthly Service	Base Monthly Service	Monthly Subscription Service for GO Devices with base level data	EA	USA	\$ 13.00	\$ 10.00	23.08%
Geotab	Pro Monthly Service	Pro Monthly Service	Monthly Subscription Service for GO Devices	EA	USA	\$ 21.95	\$ 16.00	27.11%

Geotab	Pro-Plus Monthly Service	Pro Plus Monthly Service	Monthly Subscription Service for GO Devices with pro plus level data	EA	USA	\$ 29.95	\$ 19.00	36.56%
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	ProPlus Self-Installation Bundle - includes (1) GO device and (1) harness listed below							
Geotab	GO9 Standard Device	GO9 Standard Device		EA	USA	\$ -	\$ -	0.00%
Geotab	GR9 Standard Device	GR9 Standard Device		EA	USA	\$ 30.00	\$ 20.00	33.33%
Geotab	HRN-BS16S4							
	HRN-CW03K3-A							
	HRN-DS06S4							
	HRN-DS06T2-A	HRN-BS16S4						
	HRN-GS09K2	HRN-CW03K3-A						
	HRN-GS16K22-A	HRN-DS06S4						
	HRN-GR09K1-A	HRN-DS06T2-A						
	HRN-RS12S2	HRN-GS09K2						
	HRN-RW03K4-A	HRN-GS16K22-A						
		HRN-GR09K1-A						
		HRN-RS12S2						
Geotab		HRN-RW03K4-A				\$ -	\$ -	0.00%
	Self-Installation Bundle Plans							
Geotab	ProPlus Self-Installation Bundle Plan	ProPlus Self-Installation Bundle Plan		EA	USA	\$ 34.95	\$ 20.95	40.06%



T&Cs for Sawatch Analytics for Sourcewell

This Analytics Agreement, including all attachments and order forms (this “Agreement”) is effective as of the last signature date set forth in the signature block of this Agreement (the “**Effective Date**”) and is by and between Sawatch, Inc., a WEX Company d/b/a Sawatch Labs (“**Sawatch**”) on behalf of itself and its affiliates and **Client**. Sawatch and Client may also hereinafter be individually referred to as “**Party**” and collectively as “**Parties**.”

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed and acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Section 1 shall have the meanings assigned to them throughout this Agreement.

1.1 “Applicable Laws” means all laws, statutes, ordinances, treaties, codes, regulations, rules, governmental orders, and other regulatory requirements applicable to the delivery, use, access to, licensing of, and receipt of the System.

1.2 “Client” means the entity identified on the signature block.

1.3 “End User” means an employee requiring access to the System, and where each such employee has been authorized by the Client to access and the System pursuant to the Client’s license set forth in this Agreement and has been provided a password or access code for authentication purposes.

1.4 “Client Data” means information and data that the Client uploads or inputs during the Term into the System or provides to Sawatch to enable Client’s use of the System excluding Sawatch Data.

1.5 “System” means the Sawatch software, tool, and associated services as applicable, provided to Client pursuant to this Agreement.

1.6 “Term” has the meaning set forth in Section 4 (Term and Termination).

2. License.

2.1 Grant of License. Subject to the terms of this agreement and conditioned on timely payment and compliance with Applicable Laws, Sawatch hereby grants to the Client a non-exclusive, non-assignable, non-transferable limited license during the Term to:

- a) use the System solely for its own business use; and
- b) use and access the System up to the number of End Users as authorized under the applicable order form or as otherwise expressly set forth in this Agreement.

2.2 Acceptable Use and Use Limitations. Client will not directly or indirectly:

- a) make the System available to anyone other than End Users;
- b) reverse engineer, copy, modify, make derivative works of the System; decompile, decode, adapt, or otherwise attempt to gain access to or derive the source code of the System in whole or in part
- c) develop a competing product;
- d) exceed the total number of End Users authorized;
- e) rent, lease, distribute, perform a service bureau function, sublicense, sell, publish, transfer, assign, or otherwise make the System available; or
- f) remove any proprietary notices from the System or use or access the System in any manner that misappropriates, infringes, or violates the intellectual property rights or rights of a party or that violates Applicable Laws.



2.3 Reservation of Rights. Sawatch reserves all rights not otherwise expressly granted or set forth in this Agreement.

2.4 Sawatch shall provide services, support, and/or other items as may be identified in an attachment or order form, to the extent applicable.

3. Fees and Payment.

3.1 Fees. Client shall pay applicable fees set forth in Attachment 1.

3.2 Invoicing. Invoicing will occur on a monthly basis. ACH payment processing is possible, but Client acknowledges and agrees that Client will contact Sawatch for set up and accepts the requirement of fees, including those resulting from set up procedures. Moreover, Client acknowledges and agrees that:

- a) A service fee of three percent (3%) will be added to all credit card payments, where such service fee is subject to adjustment with at least ninety (90)-day prior written notice to Client pursuant to updates to credit card requirements, policies, and procedures;
- b) Client shall be responsible for a \$25 fee for non-sufficient funds;
- c) In addition to other rights and remedies that may be available to Sawatch, payments made after the due date will be subject to interest on the past due amounts at a rate of 1.5% per month calculated daily, compounded monthly, or the highest rate permitted under Applicable Laws. Moreover, if outstanding amounts due (including interest and/or late fees) equal or exceed five thousand dollars (\$5,000), then in addition to other rights and remedies, Sawatch shall have the right to suspend access to any products and/or services, including the System under this Agreement or to terminate the Agreement without waiving any rights to pursue payment.

3.2 Taxes. The fees provided in the pricing table as set forth in Attachment 1 (Fees and License) are exclusive of taxes and similar assessments. Client shall be responsible for all applicable taxes, including all sales, use, and excise taxes and any similar charges imposed by any federal, state, or local regulatory authority payable by a licensee of software. Client shall not be responsible for taxes assessed on Sawatch's real estate or income.

4. Term and Termination.

4.1 Term. The initial term of this Agreement shall be twelve (12) months starting on the Effective Date, unless terminated earlier as permitted under this Agreement (the "**Initial Term**"). If neither Party provides written notice of non-renewal to the other Party at least thirty (30) days before the anniversary of the Effective Date, then the Agreement shall renew automatically on a month-to-month basis for up to four (4) additional years (where "**Renewal Term**" shall mean any extension period (both monthly and yearly), and the Initial Term and Renewal Term collectively shall mean the "**Term**"), after which time the Parties may extend or renew by amendment.

4.2 Termination.

- a) **For convenience:** After the Initial Term, either Party can terminate at any time for convenience with thirty (30)-day prior written notice to the other Party.
- b) **For Sunset:** In the event there is a product sunset as described in Section 4.3, either Party may

terminate after (i) Sawatch provides notice of the anticipated sunset and then reasonable confirmation that there will not be a reasonable replacement as described in Section 4.3, and subsequently (ii) upon the applicable Party's written notice to the other Party of its intent to terminate.

c) **For cause:**

- i. Sawatch may terminate: (A) fourteen (14) days after Sawatch has provided written notice to Client of Client's failure to pay amounts due (*i.e.*, Client has failed to cure its failure to pay after a fourteen (14) day notice); (B) immediately with written notice to Client for Client's breach of its license; and (C) immediately with written notice to Client for Client's breach of its obligations under Section 6.3 (Confidentiality).
- ii. Either Party may terminate: (A) upon written notice to the other Party if a Party materially breaches the Agreement and fails to cure the breach within thirty (30) days after the other Party provided written notice of such breach; (B) immediately upon written notice to the other Party if a Party materially breaches the Agreement, and the breach is a type that is incapable of being cured; and (C) upon written notice to the other Party if the other Party becomes insolvent, files for bankruptcy, a receiver for such Party is appointed in any suit or proceeding is brought by or against such Party, or there is an assignment by such Party for the benefit of such Party's creditors, any order for relief in bankruptcy is issued.

4.3 Changes. Sawatch may make changes to the System in its sole discretion from time to time, including bug fixes, updates, enhancements, patches, modifications, new versions, and in certain instances, sunset of a particular product, tool, or software and price updates. In the event that Sawatch anticipates a material change, Sawatch will provide Client with at least forty-five (45) days' prior written notice of such change in advance of any such change taking effect. If there is a product sunset where in Sawatch's reasonable belief it does not anticipate that there will be reasonable replacement with substantially similar or improved features, functionality or capabilities, then Client shall be entitled to exercise its right to terminate under Section 4.2b) above.

4.4 Effect of Termination. Upon termination or expiration of this Agreement:

- a) the license to the System shall terminate immediately, and Client shall cease all access to and use of the System, and Client shall ensure all personnel, including End Users discontinue all access to and use of the System as of the date of termination or expiration, as applicable;
- b) if a version of the System has been downloaded, copied, or any code is otherwise available to Client, Client shall delete or destroy (if in physical form) all versions of the System or any code received from Sawatch or pursuant to this Agreement that is in Client's control or environment;
- c) Client shall delete or destroy (if in physical form) all copies of Sawatch confidential information; and
- d) if requested by Sawatch, Client shall confirm in writing by an authorized representative of Client that it has complied with Sections 4.4a), b) and/or c).

5. Intellectual Property.

5.1 System. As between the Parties, Sawatch owns all right, title, and interest, including all intellectual property rights, in and to the System.

5.2 Client Data. As between the Parties, Client retains all right, title, and interest in and to all intellectual property rights in the Client Data. Client grants to Sawatch a royalty-free, fully paid up, non-exclusive, non-



transferable right to use all data submitted to Sawatch and the System, including Client Data to the full extent necessary for Sawatch to provide the System and any services, Deliverables, and any other obligations pursuant to this Agreement, and to analyze and process such data as further described in this Agreement.

5.3 Anonymized Data. Sawatch may anonymize, de-identify, aggregate, and/or compile data from Client Data ("**Anonymized Data**") that Sawatch may use for Sawatch's business purposes, including product research, development, and general improvements, and Client hereby grants to Sawatch a royalty-free, worldwide, transferable, sub-licenseable, irrevocable, perpetual license to use and/or incorporate into the System or other product or service such Anonymized Data.

5.4 Feedback. If Client or End Users provide feedback, suggestions, or feature requests (collectively, "**Feedback**"), Client hereby assigns to Sawatch all right, title, and interest in without any attribution or compensation, any intellectual property rights contained in the Feedback, provided that Sawatch shall not use any information identifying Client, End Users, any identifiable customer or individual.

5.5 Usage Data. Sawatch may collect and use Usage Data, subject to the provisos herein. "Usage Data" means data regarding use and performance of the System. Usage Data shall not include any information identifying Client, End Users, any identifiable customer or individual, including any other person.

5.6 Sawatch Data. As between the Parties, Sawatch owns all data and content that it owned as of the Effective Date and all data and content that it and its affiliates provide for or use with the System. Sawatch shall also own all right, title, and interests, including all intellectual property rights in and to data of any kind that is processes, created, or produced via the Solution and any derivatives thereof, as well as Usage Data and Feedback.

5.7 Attribution. The Client shall have a limited right to download or share the tangible physical snapshot of summary results and screenshots, and reports accessible from the Sawatch online dashboard (the "**Results**"), as applicable (e.g., "Sawatch Dashboard and Analytics") to individuals and entities that at no time have been or are competitors of Sawatch or any of its affiliates, except with the express written consent of Sawatch enabling such sharing to such individual or entity and the timeframe for and scope of sharing. Client's right and license to the Results are (i) contingent upon all payments due and owed as of such date, and the attributions are included as set forth in (a)-(c) below, (ii) limited solely to federal and state copyright laws in and to the documents, renderings, or reports generated and accessible through the System during the Term, which includes access to the online dashboard, if applicable and (iii) any sharing is limited to the tangible physical Results to individuals and entities that at no time have been or are competitors of Sawatch or any of its affiliates, except with the express written consent of Sawatch enabling such sharing to such individual or entity and the timeframe for and scope of sharing:

- a. Provide clear and prominent attribution to "**Sawatch Labs, a Wex Company.**"
- b. The attribution must in every case include a hyperlink to <https://www.sawatchlabs.com/>.
- c. Include an indication if either the End User or Client modified the results and output from Sawatch.

5.8 Work Product. If and to the extent there are deliverables or work product, including reports, work, materials, inventions, improvements, concepts or ideas and the tangible embodiments of the same made or conceived by Sawatch for Client, as applicable in connection with or during the performance of its obligations under this Agreement hereunder ("**Deliverables**"), these shall be considered the sole and exclusive property of Sawatch. Sawatch shall own in perpetuity, all right, title, and interest, worldwide, in and to all Deliverables. If a Deliverable



is identified in an attachment or order form expressly to be provided to Client, then contingent upon final payment of all fees due and owed and any attributions as set forth in Section 5.7 above, Client shall take delivery of such Deliverable and have a limited right and license in the United States, solely to reproduce, display, and distribute within the Client organization and to End Users in printed form, provided that Client may have the limited right to distribute such Deliverable outside of the Client organization to those individuals and entities that at no time have been or are competitors of Sawatch or any of its affiliates with the express written authorization of Sawatch enabling such distribution to the individual or entity and the timeframe for and scope of distribution.

6. General.

6.1 Liability. In no event will Sawatch be liable in connection with or pursuant to this Agreement under any legal theory, including breach of contract, tort, strict liability, and otherwise, for (a) any special, consequential, incidental, indirect, exemplary, enhanced, lost profits, loss of business, revenue, goodwill, or reputation, or the cost of replacement goods or services, whether or not a Party has been advised of the possibility of such damages or losses or whether such damages were foreseeable or (b) any amounts in the aggregate exceed the total amounts paid by the Client under this Agreement in the twelve (12) month period preceding the first event giving rise to the third party claim or ten thousand dollars \$10,000, whichever is less.

6.2 Indemnification.

- a) **Client.** Client shall indemnify, defend, and hold Sawatch and its affiliates harmless from any and all claims, demands, liability, loss, damage, fines, penalties, reasonable attorney's fees and litigation expenses (collectively, "**Loss**"), arising out of or resulting from any third-party claim based on Client's or End User's (i) negligence or willful misconduct; (ii) modifications of the System not authorized by Sawatch; (iii) use of the System in violation of the license or in a manner not authorized under this Agreement; (iv) use of the Results or any Deliverable in violation of the applicable license or in a manner not authorized under this Agreement; or (v) use of the System in combination with data, products, software, or technology not authorized by Sawatch.
- b) **Sawatch.** Sawatch shall indemnify, defend, and hold Client harmless from any and all Loss arising out of or resulting from any third-party claim that the System infringes a third party's intellectual property rights. If the System becomes or is likely to become the subject of an infringement claim, then, Sawatch shall, at its option and in its sole discretion, either (a) promptly replace or modify the System to make it non-infringing or (b) promptly procure for Client the right to continue using the System pursuant to this Agreement. If Sawatch determines that neither of these options is reasonably available, then Client shall have the right to terminate with written notice to Sawatch. This Section 6.2b) shall not apply where Client has (i) made modifications of the System not authorized by Sawatch; (ii) use of the System in violation of the license or in a manner not authorized under this Agreement; or (iii) use of the System in combination with data, products, software, or technology not authorized by Sawatch. This section sets forth Sawatch's sole liability and Client's sole remedy with respect to any actual or alleged infringement or violation of intellectual property or third-party rights.

6.3 Confidentiality. Each Party shall hold all non-public, proprietary information furnished by the other Party disclosing Party, to be confidential and shall not disclose any such information to any other entity or person, or use such information for any purpose other than performing the receiving Party's obligation(s) under this Agreement unless the receiving Party obtains prior written consent from the disclosing Party. Nothing contained herein shall be construed as restricting or creating any confidentiality obligation or liability for the disclosure, communication or use of confidential information which:

- (a) is or has become published or otherwise generally known to the trade through no wrongful act of the receiving Party;
- (b) is received without restriction from a third party without breach of any obligation of confidentiality;
- (c) the receiving Party can reasonably show to have developed independently, or otherwise had in its lawful possession, prior to its receipt hereunder;
- (d) is disclosed pursuant to government or judicial requirement, provided the disclosing Party is timely notified in writing and given the opportunity to seek confidential treatment of such confidential information; or
- (e) is disclosed by a third party to the receiving Party, provided such third party was not under any confidentiality obligations with respect thereto.

6.4 Warranties and Disclaimer. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SYSTEM IS PROVIDED “AS-IS,” AND SAWATCH HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. SAWATCH EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, INTER-OPERABILITY, AND SAWATCH MAKES NO WARRANTY THAT IT WILL MEET CLIENT’S REQUIREMENTS OR THAT IT WILL OPERATE WITHOUT INTERRUPTION OR PERFORM FOR AN INTENDED PURPOSE, BE COMPATIBLE WITH ANY SYSTEM, NETWORK, OR SOFTWARE, BE SECURE, ACCURATE, FREE OF HARMFUL CODE, OR BE ERROR-FREE.

6.5 Dispute Resolution -- Arbitration.

- a) This Section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration is governed by the Federal Arbitration Act (FAA), and will be interpreted in the broadest way the law will allow.
- b) **Covered Claims.**
 - i. Client or Sawatch may arbitrate any claim, dispute, or controversy (each a “Claim”) between Client and Sawatch arising out of or related to this Agreement or the relationship between Client and Sawatch. Claims include disputes relating to incentives or benefits relating to your account.
 - ii. If arbitration is chosen by any party, neither Client nor Sawatch may litigate that Claim in court or have a jury trial on that Claim.
 - iii. Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including: (i) Claims based on contract, tort (including intentional tort), fraud, agency, any party’s negligence, statutory or regulatory provisions, or any other sources of law; (ii) Claims made as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; (iii) Claims made regarding past, present, or future conduct; and (iv) Claims made independently or with other claims. This also includes Claims made by or against anyone connected with Client or Sawatch, or by someone making a claim through Client or Sawatch, such as an employee, agent, representative or an affiliated/parent/subsidiary company.
- c) **Arbitration Limits**
 - i) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
 - ii) Claims brought as part of a class action, private attorney general, or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party,



neither Client nor Sawatch may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration.

d) **How Arbitration Works.**

- i) Arbitration will be conducted by the American Arbitration Association (“AAA”) according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed (“AAA Rules”), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA’s website (www.adr.org) or by calling 800-778-7879. Client or Sawatch may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Client’s billing address.
- ii) If the AAA is not available to conduct the arbitration, then Client or Sawatch may petition a court of appropriate jurisdiction to designate an appropriate arbitrator.
- iii) Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither Client nor Sawatch waives the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- iv) The arbitration will be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Confidential Information of either party if requested to do so. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.
- v) The arbitrator will make any award in writing and, if requested by Client or Sawatch, will provide a brief statement of the reasons for the award. An arbitration award will decide the rights and obligations only of the parties named in the arbitration, and will not have any bearing on any other person or dispute.

- e) **Paying for Arbitration Fees.** Arbitration fees will be allocated according to the applicable AAA Rules. All parties are responsible for their own attorney’s fees, expert fees, and any other expenses, unless the arbitrator awards such fees or expenses to Client or Sawatch based on applicable law.

f) **Final Award.**

- i) Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal will be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.
- ii) A final award may be entered in any court of appropriate jurisdiction.

- g) **Survival and Severability of Terms.** This arbitration provision will survive changes in this Agreement and termination of your account or the relationship between Client or Sawatch, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed, or waived, except as provided in this Agreement or in a written agreement between Client or Sawatch.

6.6 Force Majeure. In no event shall Sawatch be liable to Client, for any failure or delay in performing its



obligations under this Agreement except for any obligations to make payments when due, if and to the extent such failure or delay is caused by circumstances beyond Sawatch's reasonable control, including but not limited to strike, lock out or other industrial dispute, acts of nature (e.g., flood), pandemic, compliance with requirements and/or restrictions of any government or international authority, plant breakdown, cyberattacks, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, shortage of adequate power or transportation facilities. The performance of the obligation affected shall be suspended as from the date of force majeure until the event of force majeure ceases, provided that if a force majeure event extends for a period greater than thirty (30) days without a reasonable workaround, then Client shall be entitled to terminate, paying pro-rata amount of fees due calculated to the date of when Client accessed and/or used Product or otherwise received the benefit pursuant to this Agreement, including receipt of any services, reporting, Results and/or Deliverables, if applicable as may be set forth in an attachment or order form.

6.7 Publicity. Sawatch may include Client's name and logo in Sawatch' online customer list and in print and electronic marketing materials. Public announcements or press releases may include Client's name and logo upon Client's written approval. Other than as expressly set forth herein, neither Party shall otherwise use the other Party's logos, name, trademarks, or other intellectual property without the express written consent of the other Party.

6.8 Severability. If any provision of the Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions under this Agreement, and the remaining provisions shall remain in full force and effect. More than one counterpart of this Agreement may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original.

6.9 No Waiver. Unless otherwise expressly set forth in this Agreement, no delay or failure to exercise any rights, remedy, or privilege under this Agreement will operate or be construed as a waiver or preclude any further exercise of other right, remedy, or privilege. Moreover, the waiver by either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

6.10 Headings. The descriptive headings in the various sections of this Agreement are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

6.11 Modifications and Amendments. This Agreement, and attachments and order forms executed in connection therewith, sets forth the entire understanding between the Parties relating to the subject matter and supersedes any previous understandings or agreements, written or oral, between Client and Sawatch. Except as expressly set forth in this Agreement, this Agreement may be modified only by an agreement in writing signed by both Parties. The Parties agree that any order issued in connection with the System is issued for authorization purposes only.

6.12 Survival. The terms and provisions of Sections 1 (Definitions), 2 (License), 3 (Fees), 5 (Intellectual Property), 6 (General), and any other terms or provisions which by their nature are intended to survive, shall survive any termination or expiration of this Agreement.

6.13 Order of Precedence. In the event of any conflict between the terms and conditions of this Agreement, any attachment, and order form, the terms and conditions of this Agreement shall prevail.



All attachments and order forms are hereby incorporated into this Agreement by this reference and are governed by the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Client name:	SAWATCH, INC.
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:
Client Address:	Sawatch Address: 4045 N Pecos St, Denver, CO, 80211

--Attachment follows--



**Attachment 1
System, Fees, and License**

[insert applicable System (software version) description and pricing table]

Authorized Number of End Users: *[all Client employees as of the Effective Date]*

**EV CHARGING EN ROUTE SOLUTION
ENROLLMENT FORM**

This En Route EV Charging Solution Enrollment Form (“**Enrollment**”) is submitted by the entity listed below (“**Company**”). Upon WEX Bank’s (“**Issuer**”) approval of Company’s enrollment, this Enrollment will govern the provision of the Solution (as defined hereunder) by IssuerX to Company, and will incorporate the terms of the Business Charge Account Agreement between Company and Issuer (“**Agreement**”). The Company and Issuer are referred to individually as a “**Party**” and jointly as the “**Parties**”. Capitalized terms used in this Enrollment that are not otherwise defined shall have the meanings set forth in the Agreement.

Company Name:	
Company Address:	City/State/Zip:
<input type="checkbox"/> New Customer	<input type="checkbox"/> Existing Customer Account Number:

EV CHARGING EN ROUTE SOLUTION (“SOLUTION”)

Company wishes to enable Card acceptance or payment via an Authorized Payment Device (defined below) at certain electric vehicle (“**EV**”) charging stations operated by charge point operators participating in the WEX Inc. card network (each, a “**CPO Merchant**”) pursuant to the terms set forth in this Enrollment and the terms of the Agreement.

FEES, BILLING, AND PAYMENT

EV Enabled Card Fee. The Company will pay a **monthly fee of \$5.00** (the “**EV Fee**”) for **each** Card that is enabled for Transactions at EV charging stations. The EV Fee applies for each Card enabled on any day of a given calendar month.

Authorized Payment Device Replacement Fee. Company will be provided one radio frequency identification (RFID) device to use as an Authorized Payment Device (as defined below) for each enabled Card at no additional cost. If an RFID device needs to be replaced, an additional RFID device will be provided and Company will be charged \$10.00 per additional RFID device, with the original RFID to be disabled.

Payment Terms. Billing for purchases made with an Authorized Payment Device shall be pursuant to the terms of the Agreement.

No Rebates. Any purchases made through use of an Authorized Payment Device shall not be eligible for any Rebate provided under the Agreement.

TERMS AND CONDITIONS

1. **Solution Description.** Pursuant to the terms of this Enrollment and the Agreement, Company will use an Authorized Payment Device to purchase EV charging from CPO Merchants. An “**Authorized Payment Device**” means any RFID device, a physical form of payment or a mobile application, in any case specified and provided by Issuer. Subject to completing the request in section 2.1, Company authorizes Issuer to connect an EV-enabled Card to an Authorized Payment Device to initiate and complete purchases from CPO Merchants. All terms and conditions of the Agreement applicable to “Cards” or to Transactions using a Card shall also apply to the Authorized Payment Devices and Transactions using an Authorized Payment Device, except to the extent expressly set forth otherwise in this Enrollment.
2. **Company Responsibilities**
 - 2.1 Upon acceptance and approval of this completed Enrollment by Company, Issuer will enable one or more Cards designated by Company for use for purchases from CPO Merchants. Upon such enablement by Issuer, any individual that uses the Authorized Payment Device linked to that Card shall be considered an “**Authorized EV Charging User.**” Company may add or change Cards or Authorized EV Charging Users, or request additional RFID devices in the online portal.
 - 2.2 Company will comply with, and shall ensure all Authorized EV Charging Users to comply with, any reasonable instructions provided by Issuer or the applicable CPO Merchant pertaining to use of EV charging, the EV charging station equipment and related applications, any mobile applications intended for use with the Solution, and any Authorized Payment Devices.
 - 2.3 ChargePoint Charging. This section applies if Company or Authorized EV Charging Users purchase EV charging or related products and services from ChargePoint and its network operators. The Authorized Payment Device provided to Company or any Authorized EV Charging User may include or utilize services, software and/or other proprietary materials of ChargePoint, Inc. (“**ChargePoint**”) in connection with Company’s or any Authorized EV Charging User’s accessibility to electric vehicle charging services provided via ChargePoint and its network (collectively, “**ChargePoint Technology**”). Company hereby represents and warrants that its use and/or any Authorized EV Charging User’s use of any of the Charge Technology shall be governed by and subject to the following: (i) ChargePoint Terms of Service (found at: https://na.chargepoint.com/terms_mobile?instance=NA-US&country_id=233&locale=en) (collectively, “**ChargePoint Terms**”); and (ii) ChargePoint, as a third-party beneficiary with respect to the ChargePoint Terms, shall be entitled to enforce any of the ChargePoint Terms against Company with regards to Company’s use or any Authorized EV Charging User’s use of the ChargePoint Technology.
 - 2.4 Company will immediately notify Issuer when an Authorized EV Charging User leaves the Company, retires or is absent for an extended period of time.
3. **Issuer Responsibilities.** Upon receipt of a request in the online portal to enable a Card for EV charging, Issuer will enable the applicable Account for EV charging and provide an Authorized Payment Device if requested by Company. Upon enablement of the Account, Company may use a mobile application designated by Issuer for EV charging upon downloading and/or updating the mobile application, as applicable. If an Authorized EV Charging User already has access rights to use EV charging with an CPO Merchant, Issuer may “link” preexisting account information. Use of a mobile

application may be subject to additional terms and conditions as set forth in the relevant application. Company must comply and must ensure that its Authorized EV Charging Users comply with the policies and terms of use posted on such mobile applications or otherwise provided to Company by Issuer.

4. Data Collection and Usage

- 4.1 Issuer owns all data collected by or on behalf of Issuer in connection with Company's use of the Solution, including but not limited to transactional data collected at EV charging stations. Any feedback provided by Company in connection with its use of the Solution shall be owned by Issuer, including any suggested improvements to the Solution.
- 4.2 Activation of an Authorized Payment Device may require Issuer to share certain Company and Authorized EV Charging User information with the applicable CPO Merchant, including contact information, VIN information and usage associated with Company's Account. Additionally, for Cards issued with the name of an Authorized EV Charging User, Issuer may ask for personally identifiable information from the Authorized EV Charging Users and may share this information with the applicable CPO Merchant in order for it to provide and support services related to the access to and provision of the Solution.
5. **Controls.** The application of any Controls may not be available for purchases on an Authorized Payment Device when an RFID is used and Company agrees to be liable for purchases made with a CPO Merchant even if a Control has been exceeded for any Transaction. Subject to the terms of the Agreement, Company remains liable for all EV charging session fees billed to its Account.
6. **Term; Termination.** The term of this Enrollment will commence on the date this signed Enrollment is submitted to Issuer ("**Enrollment Effective Date**") and will continue on an ongoing basis until either Party terminates as set forth in this section. Either Party may terminate this Enrollment at any time for any reason upon thirty (30) days' prior written notice to the other Party, provided that Company will not be entitled to a refund of any EV Fees paid and must pay all amounts due through the effective date of termination. Issuer may also suspend usage of any Authorized Payment Device in its sole discretion, including if it reasonably believes it is being used for any unauthorized or fraudulent purpose. Upon termination of this Enrollment, Company shall return all Authorized Payment Devices to Issuer within 30 days of the effective date of termination.
7. **Miscellaneous.** This Enrollment will also be subject to and governed by the Agreement and any subsequent amendments, modifications, or replacements thereto. If there is any conflict between the provisions in this Enrollment and the provisions in the Agreement, the provisions in this Enrollment shall prevail but only with respect to the Solution. Issuer may modify the terms and conditions of this Enrollment, including any applicable fees, pursuant to the terms of the Agreement. No course of dealing between the Parties will be construed as a waiver of any breach or right, and no waiver of any breach or right arising under this Enrollment will be effective unless consented to in writing in the form of an amendment signed by both Parties, nor shall it be construed as a waiver of any breach or right subsequently. This Enrollment may be executed electronically.

The undersigned hereby executes this Enrollment on behalf of Company as an authorized representative of Company. Company understands that Company's participation in the Solution is subject to acceptance by the approval of Issuer. Upon such approval, which may be evidenced by Issuer's commencement of services, the terms and conditions above, in addition to the relevant terms of the Agreement, shall govern the provision of services and products hereunder.

IN WITNESS WHEREOF, Company agrees to comply with the terms and conditions of this Enrollment.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK AND SOURCEWELL

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Contract #080620-WEX ("Agreement") entered into between Sourcewell ("Sourcewell") and WEX Bank ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity			Phone #		Fax#	
Physical Address (Do not include PO Box)						
Mailing Address (if different from physical address)						
Sourcewell Member ID Number				Participating Entity's Taxpayer ID # (TIN, FEIN or SSN)		
In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures \$		

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no Participating Entity name will appear on cards.

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Billing Contact Name				
Billing Address				
Designate the Participating Entity Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.				
Participating Entity Authorized Fleet Contact Name		Title	Phone #	Fax #
Email address (required to take advantage of product type card controls)				
<input type="checkbox"/> Check here if Participating Entity is exempt from motor fuels tax				

TERMS

1. This Addendum ("Addendum") is to allow the Participating Entity to participate under the Agreement between WEX and Sourcewell. It does not modify, amend or change the Agreement in any way.
2. Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement, or for government entities subject to a Prompt Payment Act, may result in suspension or cancellation of the account(s).
4. **INFORMATION SHARING DISCLOSURE:** Information regarding Participating Entity transactions may be provided to Sourcewell accepting merchants or their service providers.
5. **Compliance with Federal Law:** WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for Participating Entity: when you open an account, we will ask for your name, Address, date of birth, and other information that allow us to identify you. We may ask to see your driver's license or other identifying documents for your Business.
6. **DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.**

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____	Print Name: _____
Title: _____	Date: _____

Complete and sign Addendum. Fax to 1-866-527-8873 OR Email to

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type SOURCEWELL	Coupon Code	Account Number 04
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