



NEXTFLEET END-USER LICENSE AGREEMENT (EULA)

This EULA applies to you (“you”) as a user of:

1. the Webfleet Solutions’ B.V. (“Webfleet Solutions”) branded NEXTFLEET solution delivered over the internet and/or hosted and managed by Webfleet Solutions (“the Online Services”);
2. any online or electronic documents made available to you by Webfleet Solutions in connection with the Online Services;
3. any other Webfleet Solutions’ software and services which may be provided to you in connection with the Online Services, either through the Online Services or via any other medium.

Please read this EULA carefully. By using all or any portion of the Online Services you accept all the terms and conditions of this EULA.

You acknowledge that your use of the Online Services is only allowed upon authorization from Webfleet Solutions’ customer (“Customer”) and that your use of the Online Services is restricted in accordance with terms and conditions of the commercial agreement that Webfleet Solutions and the Customer entered into for the delivery and use of the Online Services (“Agreement”).

This End-User License Agreement (“EULA”) is a legal agreement between you and Webfleet Solutions. You agree that this EULA is enforceable like any written negotiated agreement signed by you.

If you do not agree to the terms of this EULA, do not use the Online Services and directly inform the Customer accordingly.

1) GRANT OF LICENSE: Webfleet Solutions grants you the individual right to use the Online Services under this EULA, in the quantity ordered by the Customer and for the subscription term as set out in the Agreement. This EULA grants a license (“License”) that permits you to use the Online Services, subject to you having been authorized by the Customer to use the Online Services. The License is non-exclusive and non-transferable. This License does not grant any rights to obtaining future upgrades, updates or supplements of the Online Services. If upgrades, updates or supplements of the Online Services are obtained, however, the use of such upgrades or updates is governed by this EULA and the amendments that may accompany them and may be subject to additional payments and conditions.

2) COPYRIGHT: Copyright and other intellectual, industrial and/or proprietary rights to the Online Services, to any copies that you may make is owned by Webfleet Solutions and/or its suppliers. Webfleet permits you to use the Online Services only in accordance with the terms of this EULA. All rights not specifically granted in this EULA are reserved by Webfleet Solutions. You may not copy the product manual(s) or written materials accompanying the Online Services, except for own use. You only become the owner of the material data carrier and you do not acquire ownership of the Online Services.

3) OTHER RESTRICTIONS: Renting, lending, public presentation, performance or broadcasting or any other kind of distribution of the Online Services is prohibited. Other than as permitted by applicable legislation, you will not, and you will not allow any person to, modify the Online Services or any part thereof, to analyze it by means of reverse engineering, to decompile or disassemble the Online Services, or to make products derived from it.

4) CONFIDENTIALITY: You acknowledge and agree that the Online Services were developed at considerable time and expense by Webfleet Solutions and are confidential to and a trade secret of Webfleet Solutions and/or third parties. You agree to maintain the Online Services in strict confidence and not to disclose or provide access thereto to any person.

5) THIRD PARTY SOFTWARE LICENSES: Webfleet Solutions products may make use of third-party software. Notwithstanding clauses 2, 3 and 4, use of some third-party materials included in the Online



Services may be subject to other terms and conditions. The official copyright notices and specific license conditions of these third-party software codes and algorithms are to be found at https://www.webfleet.com/en_gb/webfleet/legal/copyright-notices/. You hereby agree to the terms and conditions for such third-party software.

6) LIMITED WARRANTY:

- a) Webfleet Solutions does not and cannot warrant to you that the Online Services operate error-free.
- b) Webfleet Solutions shall provide the Online Services to you “AS IS AND WITH ALL FAULTS”, and hereby disclaims all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Online Services, and the provision of or failure to provide support or other services, information, software, and related content through the Online Services or otherwise arising out of the use of the Online Services. Also, there is no warranty or condition of quiet enjoyment, quiet possession, or noninfringement with regard to the Online Services. This exclusion does not apply to (i) any implied condition as to title and (ii) any implied warranty as to conformity with description.

7) LIMITATION OF LIABILITY:

- a) Neither Webfleet Solutions nor its suppliers shall be liable to you for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Online Services even if Webfleet Solutions has been advised of the possibility of such damages.
- b) Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Webfleet Solutions and any of its suppliers arising from or related to this EULA shall be limited to the amount actually paid by you for the Online Services.
- c) Webfleet Solutions shall not be liable for (i) any fraud on the part of its employees and/or agents; or (ii) any fraudulent misrepresentation on the part of its employees and/or agents.
- d) Notwithstanding clauses 7(a), (b), and (c), or anything else contained in this EULA, neither party's liability for death or personal injury resulting from its own negligence shall be limited.

8) TERMINATION: Without prejudice to any other rights, Webfleet Solutions may immediately terminate this EULA if you fail to comply with any of its terms and conditions. In such event, you must stop the use of Online Services. The provisions of this EULA, which by their nature are intended to survive termination, will remain in effect after termination of this EULA. Webfleet Solutions reserves the right, with or without notice, to discontinue update, upgrade and supplement services provided to you or made available to you through the use of the Online Services.

9) LINKS TO THIRD PARTY SITES: Webfleet Solutions is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. Webfleet Solutions is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by Webfleet Solutions of the third-party site or service.

10) THIRD PARTY RIGHTS: A party which is not a party to this EULA has no rights under applicable legislation in relation to the rights of third parties to rely upon or enforce any term of this EULA but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.



11) ENTIRE AGREEMENT: This EULA is the entire agreement between you and Webfleet Solutions relating to the Online Services and/or the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Online Services or any other subject matter covered by this EULA. To the extent that the terms of any Webfleet Solutions policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall govern. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

12) TRANSLATIONS: The English version of this EULA is the controlling version. Any translations are provided for convenience only.

13) GOVERNING LAW: This EULA and any disputes related to this EULA or to the use of the Online Services are subject to Dutch law. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to this EULA. All disputes arising out of this EULA shall be settled by the courts of Amsterdam (The Netherlands), which will have exclusive jurisdiction in respect of any such disputes.

Should you have any questions concerning this EULA, or if you desire to contact Webfleet Solutions for any reason, please visit Webfleet Solutions on the World Wide Web at https://www.webfleet.com/en_gb/connected-car/