

## **TERMS OF USE AGREEMENT**

FleetVIMS.com is an online software-as-a-service application, owned by TranSharpe Solutions, LLC (hereinafter, “FleetVIMS” or “we”) that is designed to manage insurance on assets.

### **1. General.**

The services offered by FleetVIMS include the FleetVIMS.com website and any other features, services, content, or applications offered from time to time by FleetVIMS in connection with the FleetVIMS website (collectively, the “FleetVIMS Website”). Each product or service within the FleetVIMS Website may have other posted guidelines or rules (the “Additional Terms”). All such Additional Terms are incorporated by reference into this Terms of Use Agreement.

BY ACCESSING OR USING THE FLEETVIMS WEBSITE, YOU, THE USER OF THE FLEETVIMS WEBSITE (“YOU,” “YOUR,” OR “USER”), ARE SUBJECT TO AND AGREE TO BE BOUND BY THIS TERMS OF USE AGREEMENT (“AGREEMENT”) AND ANY OTHER ADDITIONAL TERMS INCORPORATED BY REFERENCE HEREIN, WHETHER YOU ARE A “VISITOR” (WHICH MEANS THAT YOU SIMPLY BROWSE THE FLEETVIMS WEBSITE WITH LIMITED VIEWING AND ACCESS TO INFORMATION) OR YOU ARE AN “AUTHORIZED USER” (AS DEFINED IN SECTION 4 BELOW) (“VISITORS” AND “AUTHORIZED USER” COLLECTIVELY REFERRED TO HEREIN AS “USERS”). YOU ARE ONLY AUTHORIZED TO USE THE FLEETVIMS WEBSITE (REGARDLESS OF WHETHER YOUR ACCESS OR USE IS INTENDED) IF YOU AGREE TO ABIDE BY ALL APPLICABLE LAWS AND TO THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE IT. IF YOU DO NOT AGREE WITH IT, YOU SHOULD LEAVE THE FLEETVIMS WEBSITE AND DISCONTINUE USE OF THE FLEETVIMS WEBSITE IMMEDIATELY.

### **2. Modifications to this Agreement.**

FleetVIMS may modify this Agreement from time to time, and any such modifications shall be effective upon posting by FleetVIMS on the FleetVIMS Website. You agree to be bound to any changes to this Agreement when you use the FleetVIMS Website after any such modification is posted. It is therefore important that you review this Agreement each time before accessing the FleetVIMS Website to ensure that you are updated as to any changes.

### **3. Modifications to the FleetVIMS Site.**

You understand and agree that FleetVIMS may discontinue or change the FleetVIMS Website at any time, without notice to you. FleetVIMS makes no commitment to update the information and content on the FleetVIMS Website.

### **4. Authorized User.**

In order to become an “Authorized User” of the FleetVIMS Website, you must be authorized by a party that holds a FleetVIMS account (your “Account Holder”) by virtue of such Account Holder being a party to a Software License and Hosting Agreement with TranSharpe Solutions, LLC pertaining to use of the software that is the subject of the FleetVIMS Website (the “License Agreement”). You represent and warrant that you are at least eighteen (18) years of age and have the legal capacity and authority to be bound by this Agreement. You further acknowledge and agree that your limited right to use the FleetVIMS Website as an Authorized User is fully contingent upon your Account Holder remaining in full compliance with the License Agreement. You agree to indemnify and hold harmless FleetVIMS, and its subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims and expenses, including attorneys’ fees, arising from your breach of this section.

**5. Obligation for Using Your Password.**

ALL INFORMATION TRANSMITTED BY, SUBMITTED BY, OR RECEIVED FROM ANYONE PRESENTING YOUR PASSWORD ON THE FLEETVIMS WEBSITE WILL BE DEEMED BINDING ON YOU AND/OR YOUR ACCOUNT HOLDER. You agree that you are solely liable for all actions taken via your password, whether or not made with your knowledge or authority. You agree to guard your password carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through the FleetVIMS Website for which you will be legally responsible. If you suspect that someone may have obtained access to your password who is not intended to have authority to act on your behalf, please contact FleetVIMS immediately to authorize FleetVIMS to deny access to the FleetVIMS Website to anyone else presenting your password.

**6. Use of the FleetVIMS Website.**

**A. Lawful Purposes.** You represent and warrant that you will not use the FleetVIMS Website for any purpose that is unlawful, or prohibited by these terms, conditions, and notices.

**B. Limited License.** If you are an Authorized User, FleetVIMS hereby grants you the limited right to access and use the FleetVIMS Website and underlying software only for the purposes of accessing, viewing, downloading, uploading, posting, and printing information from and to the FleetVIMS Website for your Account Holder’s business purposes pursuant to such Account Holder’s License Agreement. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, broadcast, create derivative works from, transfer, sell, disassemble, decompile, reverse engineer, attempt to derive source code from, or translate any information, software, products or services obtained from or accessed via the FleetVIMS Website, including, without limitation, any source code, text, artwork, graphics, logos, button icons, images, audio clips, video clips, digital downloads, product and service descriptions, and/or data compilations (collectively, “Content”). FleetVIMS reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the FleetVIMS Website as described in Section 12 below. Any rights not expressly granted to you herein are reserved to FleetVIMS.

**C. Use of Information.** The FleetVIMS Website may include information, tips, facts, views, and opinions that FleetVIMS deems worthy of publication. ALL SUCH INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS PROFESSIONAL ADVICE. SUCH INFORMATION SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL, BUSINESS, FINANCIAL, OR OTHER DECISIONS.

**D. Client Users.** If you are an Authorized User, you acknowledge and agree that: (1) all of your activity on the FleetVIMS Website may be viewed, accessed, and tracked by your Account Holder, including, without limitation, when you access the FleetVIMS Website, what you view while using the FleetVIMS Website, and any information that you submit, transmit, or post using the FleetVIMS Website.

## **7. Intellectual Property Protection.**

All of the Content is the property of FleetVIMS or its licensors, and is protected by U.S. and international trademark, copyright, and other intellectual property laws. You shall not copy, distribute, alter, display, perform, publish, or create derivative works from such Content. Systematic retrieval of data or other Content from the FleetVIMS Website to prepare any collection, compilation, database, or directory is strictly prohibited.

FLEETVIMS and FLEETVIMS.COM and other FleetVIMS graphics, logos, designs, page headers, button icons, scripts and service names are trademarks or trade dress of FleetVIMS. FleetVIMS's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of FleetVIMS.

EXCEPT AS EXPRESSLY PROVIDED HEREIN BY THESE TERMS, NEITHER FLEETVIMS NOR ANY THIRD PARTY HAS CONFERRED UPON YOU BY IMPLICATION, ESTOPPEL, OR OTHERWISE, ANY LICENSE OR RIGHT UNDER ANY PATENT, TRADEMARK, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS TO USE THE FLEETVIMS WEBSITE OR THE UNDERLYING SOFTWARE. NO OWNERSHIP RIGHTS ARE OR WILL BE ASSIGNED TO YOU.

## **8. Links to Other Sites.**

The FleetVIMS Website may contain hyperlinks to third party websites that are not under the control of FleetVIMS. FleetVIMS is not responsible for any content in any advertisement or hyperlink on the FleetVIMS Website or for any content in any hyperlinked website. If you access a third party website from the FleetVIMS Website, then you do so at your own risk. A hyperlink to a third party website does not imply that FleetVIMS endorses the content on or the business of the hyperlinked website. You are solely responsible for determining the integrity and reliability of the information in the advertisement or hyperlink on the FleetVIMS Website as well as the information on the hyperlinked website. FleetVIMS provides hyperlinks only as a convenience. Additionally, your dealings with or participation in promotions of advertisers found on the FleetVIMS

Website, including payment for and delivery of goods and services, and any other terms (such as warranties) are solely between you and such advertisers. You agree that FleetVIMS shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

**9. Disclaimer of Warranties.**

FleetVIMS uses reasonable efforts to provide accurate, complete, and current information on the FleetVIMS Website. However, FleetVIMS does not guarantee or warrant that the Content herein is accurate, complete, timely, or free of technical or typographical errors.

It is your responsibility to verify any information provided. YOU EXPRESSLY

ACKNOWLEDGE AND AGREE THAT USE OF THE CONTENT ON THE FLEETVIMS WEBSITE IS AT YOUR SOLE RISK. THE CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FLEETVIMS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. FLEETVIMS MAKES NO WARRANTY THAT THE CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE FLEETVIMS

WEBSITE AND THE CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, VIRUS-FREE OR ERROR FREE; NOR DOES FLEETVIMS MAKE ANY WARRANTY AS TO THE INFORMATION AND RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE, PRODUCTS, OR SERVICES PROVIDED OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT.

FLEETVIMS MAKES NO WARRANTY REGARDING ANY INFORMATION

OBTAINED FROM ANY HYPERLINKED THIRD PARTY SITE. NO INFORMATION OBTAINED BY YOU FROM THE FLEETVIMS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**10. Limitation of Liability.**

YOU AGREE THAT NEITHER FLEETVIMS NOR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE FLEETVIMS WEBSITE SHALL BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR ANY DAMAGES

WHATSOEVER ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THE FLEETVIMS WEBSITE, ANY PRODUCTS, SERVICES, OR CONTENT OFFERED OR PROVIDED ON THE SITE, ANY OTHER HYPERLINKED WEBSITE OR ANY ERRORS OR OMISSIONS IN THE CONTENT THEREOF, ANY PERSON'S RELIANCE ON ANY INFORMATION OR CONTENT PROVIDED IN THE FLEETVIMS WEBSITE, WHETHER OR NOT THE INFORMATION IS CORRECT, CURRENT, OR COMPLETE, THE CONSEQUENCES OF ANY ACTION YOU OR ANY OTHER PERSON TAKE OR FAIL TO TAKE BASED ON CONTENT PROVIDED BY OR AS A RESULT OF THE USE OF THE FLEETVIMS WEBSITE.

YOU SPECIFICALLY AGREE THAT FLEETVIMS IS NOT LIABLE FOR ANY CONDUCT BY YOU ASSOCIATED WITH THE FLEETVIMS WEBSITE, INCLUDING, BUT NOT LIMITED TO, ACTIVITIES RELATING TO ACCOUNT HOLDER'S ACCOUNT. FLEETVIMS IS ALSO NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, OR FAILURE OF ANY EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON THE FLEETVIMS WEBSITE, INCLUDING ANY INJURY OR DAMAGE TO ANY YOU, OR ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM USE OF THE FLEETVIMS WEBSITE.

IN NO EVENT SHALL FLEETVIMS, ITS AGENTS, AND PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE FLEETVIMS WEBSITE, OR FROM ANY INFORMATION, PRODUCTS OR SERVICES PURCHASED, OBTAINED, OR ACCESSED, OR FROM ANY MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE FLEETVIMS WEBSITE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLE PROPERTY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF FLEETVIMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FLEETVIMS'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO FLEETVIMS FOR THE ACCESS TO AND USE OF THE FLEETVIMS WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

You agree that regardless of any statute or law to the contrary, you will file any claim or cause of action arising out of or related to your use of the FleetVIMS Website or this Agreement within one (1) year after such claim or cause of action arose or be forever barred.

**11. Indemnity.**

You agree to indemnify and hold harmless FleetVIMS, and its subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims and expenses, including attorneys' fees, arising from your use of the FleetVIMS Website, breach of this Agreement, or breach of any third party's rights. This indemnification shall survive any termination of your status as an Authorized User or use of the FleetVIMS Website.

**12. Termination of FleetVIMS Website Access.**

You understand and agree that FleetVIMS and/or your Account Holder, in their sole discretion, may terminate your status as an Authorized User, direct you to cease using the

FleetVIMS Website, and discontinue or restrict your access to the FleetVIMS Website, all without notice to you and for any reason. You agree that FleetVIMS and/or your Account Holder shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the FleetVIMS Website, your status as an Authorized User, or any parts thereof.

**13. Miscellaneous.**

**A. Assignment.** This Agreement shall bind and inure to the benefit of FleetVIMS's successors, assigns and licensees. FleetVIMS shall have the right to assign or otherwise transfer its rights or obligations under this Agreement whether by contract or operation of law without your consent. You shall not have the right to assign, by contract, operation of law or otherwise, this Agreement or any of the rights, interests, or obligations hereunder.

**B. Severability.** In the event that any provision of this Agreement is, becomes, or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

**C. Waiver.** The failure of FleetVIMS at any time or times to require performance of any provision hereof shall in no manner affect the right of FleetVIMS at a later time to enforce the same.

**D. Applicable Law.** You acknowledge that the Content contained in this FleetVIMS Website is controlled in and originates from the United States. FleetVIMS makes no representation that any of the Content is appropriate or available for use in other locations. FleetVIMS has no responsibility for any access to this FleetVIMS Website from territories where the Content may be illegal or otherwise prohibited. If you choose to access this FleetVIMS Website from other locations, you do so at your own risk and are responsible for compliance with applicable local laws. Any claim relating to the use of the FleetVIMS Website and any Content shall be governed by the internal substantive laws of the State of North Carolina, without regard to its conflicts of laws rules. You expressly consent to the jurisdiction of the state and federal courts of North Carolina for any such claim.

**E. Entire Agreement.** These Terms of Use, as amended, and the consents provided by you, constitute the entire agreement between you and FleetVIMS.

**F. Amendments.** Further to Section 2 of this Agreement, you agree that FleetVIMS may amend or modify these Terms of Use or impose new conditions at any time by updating these Terms of Use on the FleetVIMS Website or upon notice from FleetVIMS to you as published through the FleetVIMS Website. Any use of the FleetVIMS Website or order by you after such updating shall be deemed to constitute acceptance of such amendments, modifications, or new conditions. If you do not want to be bound by an amendment, you will need to terminate your status as an Authorized User, if any, and refrain from using the

FleetVIMS Website. No other amendments will be valid unless they are in a paper writing signed by FleetVIMS and by you.

**G. Notices.** Except as expressly stated otherwise, any notices required or allowed under these Terms of Use shall be given to FleetVIMS by postal mail to: FleetVIMS c/o TranSharpe Solutions, LLC, 6502 Brookstone Drive, Whitsett, North Carolina 27377, or as to a successor address that FleetVIMS makes available on the FleetVIMS Website or through any other reasonable manner. If applicable law requires FleetVIMS to accept e-mail notices (but not otherwise), then you may send FleetVIMS email notice to help@FleetVIMS.com. With respect to FleetVIMS' notices to you, FleetVIMS may provide notice of amendments by posting them in the FleetVIMS Website and you agree to check for changes.

**H. Descriptive Headings.** The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement.

**I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.**