

## Fleet Support Centre Software as a service agreement

### **PLEASE READ CAREFULLY BEFORE USING ANY SOFTWARE OR SERVICES FROM THIS WEBSITE:**

This Agreement (Agreement) is a legal agreement between you ("Customer" or "you") and Fleet Support Centre is a trading name and service of Trio Insight Ltd. Trio Insight Limited is a company registered in England no 13593531. Registered office 54 Claymar Drive, Swadlincote, Derbyshire, DE11 0LF. Data Protection Licence ZB348395. ("Fleet SC", "us" or "we") for:

- The fleet management and maintenance subscription software-as-a-service product known as "Fleet SC" accessed at <https://cms.assetgo.co.uk/admin> provided by Fleet SC to you under this Agreement via the Applications, as more particularly described in the Documentation ("FLEET SERVICE CENTRE"); and
- The driving licence checking subscription software-as-a-service product accessed at <https://cms.assetgo.co.uk/admin> provided by Fleet SC to you under this Agreement via the Applications, as more particularly described in the Documentation ("Licence Checker"); and
- The online software and/or applications forming part of the Services ("the Applications"); and
- The documents (in whatever media) made available to you by FLEET SERVICE CENTRE from time to time to facilitate use of the Services by Authorised Users including any description of the Services and any user instructions for the Services ("Documentation").

We license use of the Services, the Applications and Documentation to you on the basis of this Agreement. We do not sell the Services, Applications or Documentation to you. We remain the owners of the Services, the Applications and Documentation at all times.

The Services are intended for use only by those who can access it from within the UK. If you choose to access the Applications or Services from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

### **IMPORTANT NOTICE TO ALL USERS:**

- **BY LOGGING IN AND USING THE SERVICES YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU AND YOUR AUTHORISED USERS. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 5 AND CONDITION 15.**
- **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT LICENSE THE SERVICES, APPLICATIONS AND DOCUMENTATION TO YOU AND YOU MUST DISCONTINUE USING THE SERVICES. IN THIS CASE YOU MAY NOT DOWNLOAD OR ORDER ANY SERVICES, SOFTWARE OR DOCUMENTATION FROM FLEET SC AND/OR THIS WEBSITE.**

You should print a copy of this agreement for future reference.

#### **1. GRANT AND SCOPE OF LICENCE TO USE SERVICES**

- 1.1 Subject to the Customer paying the relevant Subscription Fees and complying with the terms and conditions of this Agreement, Fleet SC hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the

Authorised Users to use the relevant Services and the Documentation for the Assets during the Subscription Term solely for the Customer's internal business operations.

1.2 The rights provided under this Agreement are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer, or any subsidiary of any holding company of the Customer.

1.3 Each order by the Customer to Fleet SC (**Order**) shall be an offer to purchase access to the relevant Services subject to the terms of this Agreement.

1.4 Fleet SC may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any access to the Services shall arise, until the earlier of:

1.4.1 Fleet SC issuing to the Customer a Services Schedule or other written confirmation of the Order (by email or otherwise); or

1.4.2 Fleet SC providing the Customer with access to the Services or notifying the Customer that their access to the Services has been activated (as the case may be).

1.5 Fleet SC may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply access to the Services and are incapable of being accepted by the Customer.

1.6 Marketing and other promotional material relating to the Services are illustrative only and do not form part of this Agreement.

1.7 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of this Agreement except to the extent that Fleet SC otherwise agrees in writing.

## 2. **ASSET SUBSCRIPTIONS (FLEET SERVICE CENTRE)**

2.1 This clause 2 shall only apply if the Customer subscribes to FLEET SERVICE CENTRE.

2.2 In relation to the Asset Subscriptions purchased by the Customer pursuant to this Agreement and the Authorised Users, the Customer undertakes that:

2.2.1 the maximum number of Assets for which it authorises its Authorised Users to access and use FLEET SERVICE CENTRE and the Documentation shall not exceed the number of Asset Subscriptions it has purchased from time to time; and

2.2.2 it will not allow or suffer any Asset Subscription to be used for more than one individual Asset unless it has been reassigned in its entirety to another Asset, in which case, subject to clause 17.2, the Authorised Users shall no longer have any right to access or use the Services and/or Documentation for the prior Asset.

2.3 Subject to clause 2.4, the Customer may, from time to time during any Subscription Term, purchase additional Asset Subscriptions in excess of the number set out in the Services Schedule and Fleet SC shall grant access to FLEET SERVICE CENTRE and the Documentation to such additional Authorised Users and/or for such additional Assets in accordance with the provisions of this Agreement.

2.4 If the Customer purchases or uses additional Asset Subscriptions, the Customer shall, within 30 days of the date of Fleet SC invoice, pay to Fleet SC the relevant fees for such additional Asset Subscriptions as set out in the Services Schedule and/or Fleet SC invoice

### 3. **LICENCE CHECKER**

3.1 This clause 3 shall only apply if the Customer subscribes to Licence Checker.

3.2 When using Licence Checker, the Customer may make as many Checks as it wishes and will pay the Licence Checker Fees in accordance with clause 8.2.

3.3 Licence Checker is only valid for driving licences issued in the United Kingdom or the European Union.

### 4. **SERVICES AND AVAILABILITY**

4.1 Subject to clause 8.1 and 8.2 Fleet SC shall, during the Subscription Term, make the Services and the Documentation available to the Customer on and subject to the terms of this Agreement.

4.2 Fleet SC shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week excluding:

4.2.1 scheduled maintenance which Fleet SC shall use reasonable endeavours to undertake outside of UK usual working hours;

4.2.2 emergency maintenance; or

4.2.3 downtime caused in whole or part by Force Majeure.

4.3 Fleet SC will use reasonable endeavours to notify the Customer in advance of scheduled maintenance and, where circumstances allow, in advance of emergency maintenance or downtime caused by Force Majeure but the Customer acknowledges that it may receive no advance notification for emergency maintenance or downtime caused by Force Majeure.

4.4 Fleet SC will, as part of the Services, provide the Customer with Fleet SC standard telephone customer support Services during the hours from 9am to 5pm Monday to Friday.

4.5 The Customer acknowledges that Fleet SC shall be entitled to modify the features and functionality of any of the Services as part of its ongoing development of the

Applications. Fleet SC shall use reasonable endeavours to ensure that any such modification does not adversely affect the Customer's use of the Services.

4.6 This Agreement shall not prevent Fleet SC from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or Services which are similar to those provided under this Agreement.

## 5. **FLEET SC WARRANTIES**

5.1 Fleet SC undertakes to the Customer that:

5.1.1 Fleet SC has the right, power and authority to enter into this Agreement and grant to the Customer the rights contemplated in this Agreement and to supply the Services; and

5.1.2 the Services will be supplied:

5.1.2.1 with reasonable care and skill; and

5.1.2.2 subject to clause 4.5, in accordance in all material respects with the description of the Services provided in the Documentation.

5.2 Fleet SC does not warrant or represent that the Services will be free from errors and interruptions or that all non-conformities can be corrected.

5.3 Fleet SC shall not be liable for any losses suffered by the Customer arising due to the unavailability of Licence Checker for any reason.

5.4 Fleet SC shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

5.5 The Customer acknowledges that Licence Checker relies on the availability of third party systems and the performance by third parties of their contractual obligations. In the event that any of the Services are unavailable due to a fault, downtime or delay (or other act or omission) of a third-party, including but not limited to the Driver and Vehicle Licensing Agency (or equivalent or similar body in another jurisdiction) and any third party service provider(s), then Fleet SC do not accept any liability for losses suffered by the Customer arising as a result of such event.

5.6 The warranties in this clause are subject to the Customer giving notice to Fleet SC as soon as it is reasonably able upon becoming aware of the breach of warranty. When notifying Fleet SC of a breach the Customer shall use its reasonable endeavours to provide Fleet SC with such documented information, details and assistance as Fleet SC may reasonably request.

5.7 Fleet SC will not be liable under this clause or be required to remedy any problem arising from or caused by the Customer's use of the Services in a manner contrary to Fleet SC instructions or otherwise than as directed by Fleet SC, or modification or

alteration of the Services by any party other than Fleet SC or Fleet SC duly authorised contractors or agents.

5.8 If the Services do not conform with the warranties in this clause, Fleet SC will use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, Fleet SC:

5.8.1 does not warrant or represent that the Customer's use of the Services will be uninterrupted or error-free or that all non-conformities can be corrected;

5.8.2 does not warrant or represent that the Services, Applications, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

5.8.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services, Applications and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.9 The Customer acknowledges and agrees that:

5.9.1 Fleet SC is not and cannot be aware of the extent of any potential loss resulting from any failure by Fleet SC to discharge its obligations under this Agreement;

5.9.2 the Services have not been designed to meet the Customer's individual requirements and cannot be tested in every operating environment; and

5.9.3 it is the Customer's responsibility to ensure the facilities and functions of the Services meet the Customer's requirements and will not cause any error or interruption in the Customer's own software or systems.

## 6. **CUSTOMER'S OBLIGATIONS**

6.1 The Customer shall:

6.1.1 provide Fleet SC with:

6.1.1.1 all necessary co-operation in relation to this Agreement; and

6.1.1.2 all necessary access to such information as may be required by Fleet SC;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration Services;

- 6.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;
  - 6.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Fleet SC may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 6.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
  - 6.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Fleet SC, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
  - 6.1.6 ensure that its network and systems comply with any relevant specifications provided by Fleet SC from time to time; and
  - 6.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Fleet SC data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 6.2 The Customer undertakes that:
- 6.2.1 each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential;
  - 6.2.2 it shall maintain a written, up to date list of current Authorised Users and Assets and provide such list to Fleet SC within 5 Business Days of Fleet SC written requests at any time or times;
  - 6.2.3 it shall permit Fleet SC to monitor the Customer's use of the Services in order to establish the name and password of each Authorised User. This right shall be exercised in such a manner as not to substantially interfere with the Customer's normal conduct of business;
  - 6.2.4 if it is revealed that any password has been provided to any individual who is not an Authorised User, then without prejudice to Fleet SC other rights, the Customer shall promptly disable such passwords and Fleet SC shall not issue any new passwords to any such individual;
  - 6.2.5 Authorised Users shall, only use the Services in connection with the Customer's owned or leased Assets for the purposes of its business operations; and
  - 6.2.6 it shall ensure that all Authorised Users are aware of the terms of this Agreement, including their obligation to comply with any other user terms applicable

to the Services and/or Applications and notified to the Authorised User and/or Customer. The Customer shall only provide

Authorised Users with access to the Services via the access method provided by Fleet SC and shall not provide access to anyone other than an Authorised User.

6.3 The Customer shall not, and shall procure that the Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

6.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

6.3.2 facilitates illegal activity;

6.3.3 depicts sexually explicit images;

6.3.4 promotes unlawful violence;

6.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

6.3.6 is otherwise illegal or causes damage or injury to any person or property;

and Fleet SC reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

6.4 The Customer shall not:

6.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

6.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Applications and/or Documentation (as applicable) in any form or media or by any means;

6.4.1.2 copy, cut and paste, email, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the Services;

6.4.1.3 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;

- 6.4.1.4 combine, merge or otherwise permit the Services (or any part of it) to become incorporated in any other program, nor arrange or create derivative works based on it;
- 6.4.1.5 attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the underlying software (or any part of it) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988;
- 6.4.1.6 to observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988; or
- 6.4.2 access all or any part of the Services and Documentation in order to build a product or Services which competes with the Services and/or the Documentation; or
- 6.4.3 use the Services, Applications and/or Documentation to provide Services to third parties; or
- 6.4.4 subject to clause 26.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Applications and/or Documentation available to any third party except the Authorised Users, or
- 6.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services, Applications and/or Documentation, other than as provided under clause 2.
- 6.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Fleet SC.
- 6.6 The Customer warrants and represents that it shall, and ensure that Authorised Users shall, keep confidential and, except as provided for in this Agreement, not share with any third party their password or access details provided to facilitate access to the Applications and/or Services. The Customer shall contact Fleet SC if updates to any list of Authorised Users given to Fleet SC are required, including when Authorised Users cease to be employed or engaged by the Customer.
- 6.7 The Customer accepts that Fleet SC reserves the right to monitor usage by all Authorised Users (by way of audits or otherwise) during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement. Any such monitoring may be carried out by Fleet SC or a third party authorised by Fleet SC.
- 6.8 The Customer shall not be permitted to frame or mirror any part of the Services other than as permitted by the Documentation or with Fleet SC express prior written consent.



## **7. SUSPENSION OF ACCESS**

7.1 Fleet SC may suspend access to the Services to all or some of the Authorised Users if:

7.1.1 Fleet SC suspects that there has been any unauthorised use or misuse of the Services or breach of this Agreement or the Documentation; or

7.1.2 the Customer fails to pay any sums due to Fleet SC by the due date for payment.

7.2 Fleet SC will notify the Customer or the affected Authorised Users as soon as possible after suspending the Services.

7.3 Where the reason for the suspension is suspected misuse of the Services or breach of this Agreement, without prejudice to its rights under clause 16, Fleet SC will take steps to investigate the issue and may restore or permanently suspend access at its discretion. If Fleet SC considers it appropriate to permanently suspend access to all Authorised Users, it will notify the Customer in writing and this Agreement will terminate immediately on Services of such notice.

7.4 In relation to suspensions under clause 7.1.2, access to the Services will be restored promptly after Fleet SC receives payment in full and cleared funds.

7.5 Subscription Fees shall remain payable during any period of suspension notwithstanding that the Customer and/or some of the Authorised Users may not have access to the Services.

## **8. SUBSCRIPTION FEES**

8.1 The Customer shall pay Fleet SC the FLEET SERVICE CENTRE Fees for use of FLEET SERVICE CENTRE in accordance with clause 9.

8.2 The Customer shall pay Fleet SC the Licence Checker Fees for use of Licence Checker in accordance with clause 9

8.3 Fleet SC shall be entitled to increase the FLEET SERVICE CENTRE Fees or the Licence Checker Fees from time to time, and this right shall be exercised with reasonable prior notice to the Customer.

8.4 If at any point it becomes known that the Customer has underpaid any Subscription Fees to Fleet SC, then without prejudice to Fleet SC other rights, the Customer shall pay to Fleet SC an amount equal to such underpayment in accordance with clause 9.

## **9. PAYMENT**

9.1 Fleet SC shall invoice the Customer for all sums due under this Agreement.

9.2 The Customer shall pay such sums in full in line with the rolling subscription terms as agreed upon at initial sign-up, including any requested advanced payments for services rendered. Any invoices issued shall be payable within 30 days from the invoice date in the absence of an invoice 'date due' as stated on the invoice.

9.3 Amounts payable to Fleet SC under this Agreement shall be paid into Fleet SC bank account by electronic funds transfer unless otherwise notified by Fleet SC to the Customer in writing in accordance with this Agreement.

9.4 All prices are exclusive of value added tax (if any) or any other locally applicable equivalent sales taxes (VAT), which is payable by the Customer at the rate and in the manner from time to time prescribed by law.

9.5 If Fleet SC has not received payment within the due date as defined in 9.2, and without prejudice to any other rights and remedies of Fleet SC:

9.5.1 Fleet SC may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Fleet SC shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

9.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Fleet SC bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

## 10. **FLEET SC INTELLECTUAL PROPERTY RIGHTS**

10.1 All Intellectual Property Rights in and to the Applications, Documentation and any part of the Services belong to and shall remain vested in Fleet SC and its licensors. To the extent that the Customer acquires any Intellectual Property Rights in the Applications, Documentation or any part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Fleet SC or its licensors. The Customer shall execute all such documents and do such things as Fleet SC may consider necessary to give effect to this clause.

10.2 Fleet SC confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

## 11. **CUSTOMER DATA**

11.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

11.2 The Customer grants a royalty-free, non-transferable, non-exclusive licence for the term of this Agreement to Fleet SC to use the Customer Data to the extent necessary to perform the Services and for any purposes for which the Customer has given consent to Fleet SC.

11.3 Fleet SC shall follow its archiving procedures for Customer Data as may be notified to the Customer from time to time.

11.4 The Customer acknowledges and agrees that:

- 11.4.1 Fleet SC may include the Customer's name or the Customer's Marks in a list of Fleet SC customers in any medium; and
- 11.4.2 Fleet SC may refer to the Customer, orally or in writing, as a customer of the Services for promotional, marketing and financial reporting purposes.
- 11.5 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Fleet SC to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Fleet SC (or a third party on Fleet SC behalf) in accordance with its archiving procedure.
- 11.6 Fleet SC shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 11.7 Fleet SC reserves the right to exploit anonymised data aggregation for industry benchmarking.
- 11.8 Fleet SC shall, in providing the Services, comply with its Privacy and Cookie Policy relating to the privacy and security of the Customer Data available at: Privacy Policy <https://logistics.org.uk/privacy>. See "How we may use your personal information" section. Cookie Policy <https://logistics.org.uk/cookies> which sets out information about the cookies on our site or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by Fleet SC in its sole discretion.
- 11.9 The Customer acknowledges that Fleet SC has no control over any Customer Data hosted as part of the provision of the Services, except where the Customer requests Fleet SC to input Customer Data on the Customer's behalf and in such event and at all other times the Customer acknowledges that Fleet SC does not actively monitor the content of the Customer Data.
- 11.10 The Customer shall not use Infringing Data on the Services.
- 11.11 Fleet SC shall notify the Customer immediately if it becomes aware of any allegation that any Customer Data may be Infringing Data and Fleet SC shall have the right to remove Customer Data from the Services without the need to consult the Customer.
- 11.12 The Customer shall indemnify Fleet SC from and against all loss caused to Fleet SC as a result of:
- 11.12.1 the Customer failing to comply with its obligations under this clause 11;
  - 11.12.2 the Customer failing to comply with its obligations under clause 13 (Data Protection); and
  - 11.12.3 the Customer's use of Infringing Data on the Services.

## 12. **INFORMATION SECURITY**

12.1 Fleet SC shall be responsible for taking reasonable and prudent measures to safeguard the security of the Customer Data in its possession, including maintaining appropriate firewalls, encryption and anti-virus protection.

12.2 Fleet SC shall notify the Customer as soon as possible upon discovery of any data security incident impacting the Customer Data.

12.3 Fleet SC shall not be responsible for any loss or damage to Customer Data to the extent that such loss or damage was caused by the Customer or a third party.

## 13. **DATA PROTECTION**

13.1 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Fleet SC is the data processor in respect of any personal data that Fleet SC processes in the course of providing the Services for the Customer (other than business contact data processed by Fleet SC to allow it to manage the Customer's account). **Data controller** and **data processor** have the meanings as defined in the Data Protection Legislation. The scope and purpose of processing by Fleet SC is for the performance of this Agreement. The types of data and categories of data subject are contact and identification information of the personnel (including employees and contractors) of the Customer (including name, address, gender, job role and licence number). The duration of the processing is for the duration of the Agreement.

13.3 Without prejudice to the generality of clause 13.1, the Customer will ensure that it has all necessary, appropriate and valid consents and notices in place to enable lawful transfer of the personal data to Fleet SC (and its third party service providers and the DVLA or equivalent or similar body in another jurisdiction) for the purposes and duration of this Agreement.

13.4 Without prejudice to the generality of clause 13.1, if Fleet SC processes any personal data on the Customer's behalf when performing its obligations under this Agreement:

13.4.1 the Customer acknowledges and agrees that the personal data may be transferred or stored outside the UK or the country where the Customer and the Authorised Users are located in order to carry out the Services and Fleet SC other obligations under this Agreement;

13.4.2 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Fleet SC so that Fleet SC may lawfully use, process and transfer the personal data in accordance with this Agreement;

13.4.3 the Customer shall ensure that the relevant third parties have been informed of, and have given and maintained their consent to, such use, processing, and transfer as required by the Data Protection Legislation; and

13.4.4 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

13.5 Accordingly, Fleet SC agrees that it shall:

13.5.1 only carry out processing of the Customer's personal data:

13.5.1.1 on the Customer's instructions from time to time (such instructions at the date of this Agreement are to process the personal data in order to provide the Services to the Customer and the Authorised Users in accordance with the Documentation and to enable the Services to respond to automated requests by Authorised Users as part of their normal use of the Services); and

13.5.1.2 for the purposes for which the Customer has given consent to Fleet SC from time to time;

13.5.2 implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental destruction or loss;

13.5.3 make available to the Customer, on the Customer's reasonable request, a list of any subcontractors engaged in the processing of the Customer's personal data;

13.5.4 as soon as reasonably practicable refer to the Customer any requests, notices or other communication from data subjects, the Information Commissioner or any other law enforcement authority, for the Customer to resolve.

13.6 The Customer acknowledges and agrees that Fleet SC may be required to transfer data personal data which it processes on the Customer's behalf to countries outside the UK and European Economic Area. Fleet SC shall ensure that any such transfer will be undertaken in accordance with the Data Protection Legislation.

13.7 The Customer consents to Fleet SC use of subcontractors in accordance with clause 13.5.3, who will act as sub-processors of the personal data provided by the Customer to Fleet SC.

## 14. **CONFIDENTIALITY**

14.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- 14.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 14.1.2 was in the other party's lawful possession before the disclosure;
  - 14.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - 14.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 14.2 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, is Confidential Information of Fleet SC.
- 14.3 The Customer acknowledges that details of this Agreement, Subscription Fees, FLEET SERVICE CENTRE Fees and Licence Checker Fees is Confidential Information of Fleet SC.
- 14.4 Fleet SC acknowledges that the Customer Data is the Confidential Information of the Customer.
- 14.5 Each party agrees that it may use the other party's Confidential Information only in the performance of its rights and obligations under this Agreement and for such purposes as the other party has given its consent.
- 14.6 Each party agrees that it shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, except in accordance with this Agreement and for such purposes as the other party has given its consent.
- 14.7 Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's Confidential Information in order to perform the disclosing party's rights and obligations under this Agreement provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom confidential information is disclosed is aware of its confidential nature and complies with this clause 14 as if it were a party.
- 14.8 Each party may disclose any Confidential Information to the extent required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.
- 14.9 The above provisions of this clause 14 shall survive termination of this Agreement, however arising.

## 15. **LIMITATION OF LIABILITY**

- 15.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.

15.2 Except as expressly and specifically provided in this Agreement:

15.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services, Applications and the Documentation by the Customer and Authorised Users, and for conclusions drawn from such use;

15.2.2 Fleet SC shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Fleet SC by the Customer in connection with the Services, or any actions taken by Fleet SC at the Customer's direction;

15.2.3 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

15.2.4 the Services and the Documentation are provided to the Customer on an "as is" basis.

15.3 Notwithstanding any other provision of this Agreement, the liability of Fleet SC shall not be limited in any way in respect of the following:

15.3.1 death or personal injury caused by negligence;

15.3.2 fraud or fraudulent misrepresentation;

15.3.3 any other losses which cannot be excluded or limited by applicable law.

15.4 Subject to clause 15.2 and 15.3:

15.4.1 Fleet SC shall not be liable for consequential, indirect or special losses; and

15.4.2 Fleet SC shall not be liable for any of the following (whether direct or indirect):

15.4.2.1 loss of profit;

15.4.2.2 loss of data;

15.4.2.3 loss of use;

15.4.2.4 loss of production;

15.4.2.5 loss of contract;

15.4.2.6 loss of opportunity;

15.4.2.7 loss of savings, discount or rebate (whether actual or anticipated);

15.4.2.8 harm to reputation or loss of goodwill.

15.4.3 Fleet SC shall not be liable for property damage;

15.4.4 In order to provide the Licence Checker service, Fleet SC relies on information provided by the DVLA (or equivalent or similar body in another jurisdiction) to Fleet SC by way its third party service providers. Fleet SC provides the results of all Licence Checker services on a 'pass through' basis according to the date on which the relevant authority carries out the licence check. Fleet SC shall not be liable for any loss arising due to the information provided by the DVLA (or equivalent or similar body in another jurisdiction) or relevant third party service provider being incorrect or out-of-date.

15.4.5 Fleet SC total liability shall not exceed:

15.4.5.1 an amount equal to the Subscription Fees paid to Fleet SC in the 12-month period immediately preceding the first incident giving rise to the loss, or

15.4.5.2 for incidents occurring in the first 12 months of this Agreement, an amount equal to the paid Subscription Fees for the period in which the Services have been provided.

## 16. **TERM AND TERMINATION**

16.1 This Agreement shall commence on the Commencement Date and shall continue for the Initial Subscription Term relating to each Service, thereafter automatically extending for a period equal to the Initial Subscription Term (Extended Term) at the end of the relevant Initial Subscription Term and at the end of each Extended Term, unless:

16.1.1 either party notifies the other party of termination, in writing, at least 30 days before the end of the relevant Initial Subscription Term or any Extended Term, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Extended Term; or 16.1.2 otherwise terminated in accordance with the provisions of this Agreement,

and the Initial Subscription Term for each Service together with any subsequent Extended Terms shall constitute the Subscription Term.

16.2 Without affecting any other right or remedy available to it, Fleet SC may terminate this Agreement at any time by giving notice in writing to the Customer if:

16.2.1 the Customer or any Authorised User commits a material breach of this Agreement and such breach is not remediable;

16.2.2 the Customer or any Authorised User commits a material breach of this Agreement which is not remedied within 30 days of receiving written notice of such breach;

16.2.3 the Customer has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 30 days after the Customer has received notification that the payment is overdue; or



16.2.4 any consent, licence or authorisation held by the Customer is revoked or modified such that it is no longer able to comply with its obligations under this Agreement or access and use the Services.

16.3 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:

16.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

16.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

16.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

16.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

16.3.5 has a resolution passed for its winding up;

16.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

16.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;

16.3.8 has a freezing order made against it;

16.3.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

16.3.10 is subject to any events or circumstances analogous to those in clauses 16.3.1 to 16.3.9 in any jurisdiction;

16.3.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 16.3.1 to 16.3.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

16.4 The right of a party to terminate the Agreement pursuant to clause 16.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.

16.5 If a party becomes aware that any event has occurred, or circumstances exist, which may entitle the other party to terminate this Agreement under this clause 16, it shall immediately notify the other party in writing.

16.6 Termination of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

## **17. CONSEQUENCES OF TERMINATION AND RETURN OF CUSTOMER DATA**

17.1 In the event of termination of this Agreement for any reason:

17.1.1 all licences granted under this Agreement shall immediately terminate and the Customer and all Authorised Users shall immediately cease all use of the Services and/or the Documentation, except as permitted under the Restricted Licence;

17.1.2 the Customer and all Authorised Users shall immediately cease all use of the Applications;

17.1.3 Fleet SC shall be entitled to disable the Customer's and Authorised User's access to the Applications;

17.1.4 the Customer shall within seven days return or destroy (at Fleet SC option) all Fleet SC Confidential Information in its possession or under its control and all copies of such information;

17.1.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and

17.1.6 all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

17.2 On the termination of this Agreement, subject to the Customer continuing to comply with the restrictions and obligations set out in clauses 2 and 6 of this Agreement and the other terms and conditions of this Agreement, Fleet SC hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation for the Assets under a restricted licence in accordance with this clause 17.2 (Restricted Licence). The Restricted Licence shall permit the Customer and its Authorised Users to access the Services and Documentation, but not the Applications, for the sole purpose of retrieving Customer Data submitted during the term of this Agreement for the Customer's record keeping obligations and internal business operations.

17.3 Fleet SC reserves the right to charge and the Customer shall pay a reasonable fee in respect of Fleet SC retaining and allowing the Customer access to Customer Data under the Restricted Licence.

18. **ENTIRE AGREEMENT**

18.1 The parties agree that this Agreement, together with any associated licence to use the Applications, constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

18.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

19. **FORCE MAJEURE**

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so.

20. **NO PARTNERSHIP OR AGENCY**

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

21. **NOTICES**

21.1 Notices under this Agreement shall be in writing and sent to a party's address as set out on the first page of this Agreement (or to the email address notified by a party to the other from time to time). Notices may be given, and shall be deemed received:

21.1.1 by first-class post: two Business Days after posting;

21.1.2 by airmail: seven Business Days after posting;

21.1.3 by hand: on delivery; and

21.1.4 by email: on receipt of a delivery return email.

21.2 This clause does not apply to notices given in legal proceedings or arbitration.

22. **SEVERABILITY**

22.1 Each clause of this Agreement is severable and distinct from the others. If any clause in this Agreement (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced):

22.1.1 the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable; and

22.1.2 without limiting the foregoing, in such circumstances the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Agreement as soon as possible.

23. **CONFLICT**

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedule, the provisions in the main body of this Agreement shall prevail.

24. **WAIVER**

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

25. **SET OFF**

The Customer must pay all sums that it owes to Fleet SC under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26. **ASSIGNMENT**

26.1 The Customer shall not, without the prior written consent of Fleet SC, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

26.2 Fleet SC may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

27. **THIRD PARTY RIGHTS**

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

28. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

29. **JURISDICTION**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

## 30. DEFINITIONS AND INTERPRETATION

### 30.1 In this Agreement:

|                             |  |
|-----------------------------|--|
| "Applicable Law"            | means any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, edicts, bye-laws, schemes, warrants, other instruments made under or to be made under any statute, any exercises of the royal prerogative and codes of conduct and regulatory rules or guidelines, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances;  |
| "FLEET SERVICE CENTRE Fees" | means the subscription fees payable by the Customer to Fleet SC for the Asset Subscriptions referred to in clause 3.2 and clause 8 as set out in the Services Schedule;  |
| "Assets"                    | means the asset(s) for which the Customer has purchased Asset Subscriptions in accordance with this Agreement;   |
| "Asset Subscriptions"       | means the asset subscriptions purchased by the Customer pursuant to this Agreement which entitle Authorised Users to access and use the Services and Documentation in accordance with this Agreement in respect of the Assets;   |
| "Authorised Users"          | means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation;  |
| "Business Day"              | means a day other than a Saturday, Sunday or bank or public holiday in England;  |
| "Checks"                    | means a check undertaken via Licence Checker against a driving licence by the Customer;  |
| "Commencement Date"         | means the date specified in the Services Schedule;   |
| "Confidential Information"  | means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, technology, know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind, Intellectual Property Rights, products and customers, including information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that party; |

|                                |   |
|--------------------------------|---|
| "Customer Data"                | means all data inputted by the Customer, Authorised Users, or Fleet SC on the Customer's behalf for the purpose of or when using the Services or facilitating the Customer's use of the Services;   |
| "Data Protection Legislation"  | (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ( <b>GDPR</b> ) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, secondary legislation, as amended from time to time, in the UK and then (ii) any successor legislation to the GDPR as is applicable in the UK or the Data Protection Act 1998;  |
| "Force Majeure"                | means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. Force Majeure does not include inability to pay, mechanical difficulties, shortage or increase of price of raw materials, over-commitment or market or other circumstances which may make the terms of this Agreement unattractive to a party; |
| "Infringing Data"              | means information or data that (i) infringes Applicable Law; or (ii) infringes any third party Intellectual Property Rights; or (iii) includes any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing or blasphemous;   |
| "Initial Subscription Term"    | means the initial term for each Service as set out in the Services Schedule;  |
| "Intellectual Property Rights" | means copyright and neighbouring and related rights, moral rights, patents, rights in inventions, rights in confidential information (including know-how, trade secrets), trademarks, Services marks, trade names, design rights, rights in get-up and trade dress, database rights, rights in data, goodwill and the right to sue for passing off or unfair competition, semiconductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;  |

|                        |  |
|------------------------|--|
| "Licence Checker Fees" | means the subscription fees payable by the Customer to Fleet SC for the Checks referred to in clause 3 as set out in the Services Schedule;  |
| "Restricted Licence"   | has the meaning given in clause 17.2;  |
| "Services"             | means FLEET SERVICE CENTRE and/or Licence Checker as set out in the Services Schedule.   |
| "Services Schedule"    | means a document, or other written confirmation of the Order (by email or otherwise), issued by Fleet SC to the Customer describing the Services to be provided by Fleet SC and purchased by the Customer, including the matters listed in the template Services Schedule set out in the Schedule to this Agreement;   |
| "Subscription Fees"    | means the FLEET SERVICE CENTRE Fees and/or the Licence Checker Fees, as applicable; and  |
| "Virus"                | means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications Services, equipment or network or any other Services or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices. |

"FLEET SERVICE CENTRE" Means the software and solutions called Van Resource Centre

30.2 **Interpretation**

In this Agreement:

30.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);

30.2.2 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

30.2.3 a reference to a gender includes each other gender;

30.2.4 words in the singular include the plural and vice versa;

30.2.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not

limit the sense of any word, phrase, term, definition or description preceding those words;

30.2.6 any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and

30.2.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.



## Schedule

### Services Schedule

**This Services Schedule is governed by the terms of the Services Agreement attached and/or provided to the Customer. No other terms shall apply, notwithstanding any terms of the Customer appended to this Services Schedule.**

Fleet Support Centre is a trading name and service of Trio Insight Ltd. Trio Insight Limited is a company registered in England no 13593531 . Registered office 54 Claymar Drive, Swadlincote, Derbyshire, DE11 0LF. Data Protection Licence ZB348395 .

#### Customer Details:

|                                   |                                     |
|-----------------------------------|-------------------------------------|
| <b>Customer name and address:</b> | <b>Name:</b><br><br><b>Address:</b> |
| <b>Date of Order:</b>             | <b>Date:</b>                        |

#### Fleet SC services to be provided by Fleet SC (leave blank if not applicable):

|                                   |                                |
|-----------------------------------|--------------------------------|
| <b>Commencement Date:</b>         | <b>Date:</b>                   |
| <b>Initial Subscription Term:</b> | 12 MONTHS                      |
| <b>Asset Subscriptions:</b>       | Total ASSETS -                 |
| <b>Subscription Fees:</b>         | £1.00 PER ASSET PER WEEK + VAT |

#### Licence Checker services to be provided by Fleet SC (leave blank if not applicable):

|                                   |                                |
|-----------------------------------|--------------------------------|
| <b>Commencement Date:</b>         | <b>Date:</b>                   |
| <b>Initial Subscription Term:</b> | 12 MONTHS                      |
| <b>Licence Checker Fees:</b>      | TBC, charged per licence check |

#### Authorised Users:

The list of Authorised Users as at the Commencement Date for the purposes of clause 6.2.6 of the Services Agreement is set out below:

| NAME OF AUTHORISED USER | AUTHORISATION LEVEL |
|-------------------------|---------------------|
| NAME                    | ADMIN               |
|                         |                     |

This agreement has been entered into, subject to the Services Schedule above and the Services Agreement attached.

1.1 Confirmation of Agreement is confirmed by either:

- a signature.
- provision of data for analysis.
- Payment or issue of a valid PO relating to services or ☐ Service delivery has commenced as started.

**Executed by the parties (or on their behalf by their respective authorised representatives) as an agreement on the respective dates indicated below:**

|  |  |                 |
|--|--|-----------------|
|  | <i>The Customer – Operations / Finance</i> | <i>Fleet SC</i> |
| <b>Signature/s:</b>                            |  |                 |
| <b>Date of signature/s:</b>                    |  |                 |
| <b>Name of the signatory (print):</b>          |  |                 |
| <b>Title or role of the signatory (print):</b> |  |                 |