

SaaS Licence and Implementation Agreement

Everergi LLC

and

The party described in Item 1 of the Contract Details

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SaaS Licence and Implementation Agreement

Date **[Insert date of agreement]**

Parties **Everengi LLC, 206 E Huron St, Suite 303, Ann Arbor, MI, 48104, United States, 1-888-510-2270**

(the Licensor)

The party described in Item 1 of the Contract Details (Paragraph 17 below)

(the Licensee)

Recitals The Licensor has agreed to license the Software to the Licensee on the terms and conditions of this agreement.

In consideration of the mutual promises contained in this agreement and other good and valuable consideration, the parties agree as follows:

1. Definitions and interpretation

1.1 Definitions

In this agreement, unless the context otherwise requires, the following words have the following meanings:

Account Manager

means the account manager specified in Item 11 of the Contract Details (as amended by notice from the Licensor, as necessary).

Additional Services

has the meaning given to that term in clause 7 and Schedule 5 (excludes the Implementation and Support Services).

Additional Services Fee	has the meaning given to that term in Item Annexure B.
Adjusted Fee	An adjustment to the Fees to reflect any increase in number of vehicles covered during a Contract Year as more specifically described in Annexure B.
Background IP	means any Intellectual Property of a party which is in existence as at the Commencement Date or is acquired or created independently of the performance of this agreement or use, directly or indirectly, of the Software.
BetterFleet Plan	means BetterFleet Plan and the submodules specified in Item 5 of the Contract Details.
BetterFleet Manage	means BetterFleet Manage and the submodules specified in Item 5 of the Contract Details.
Business Day	means any day except Saturdays, Sundays and declared public holidays in the United States.
Business Hours	means an hour between 8 a.m. and 5 p.m., during a Business Day.
Charging Equipment	means the charging equipment used to charge the Vehicles.
City/Town	means the city/town specified in Item 12 of the Contract Details.
Claim	means any actual or threatened action, claim, proceeding, complaint or demand made by any third party whether arising out of events or circumstances which have already occurred or which may occur in the future.
Contract Details	means those Items set out in paragraph 17 below.

Contract Year

means any twelve (12) month period starting on the Commencement Date and on each anniversary of the Commencement Date

Commencement Date

means the date specified in Item 3 of the Contract Details.

Confidential Information

means any information in any form disclosed by one party to the other party or acquired by one party from the other party (including but not limited to Intellectual Property), whether deliberately or inadvertently and regardless of whether or not marked confidential, including:

- (a) any information passing from the personnel or representatives of the disclosing party;
- (b) any information relating to this agreement, its subject matter, any negotiations or transactions contemplated or provided for in this agreement;
- (c) any information regarding the previous, current or future business interests, operations or affairs of any party or any of its related entities or of any person or entity with which that party may deal or be concerned including but not limited to customers of a party, and

- (d) Trade Secrets,

but excluding any information that the receiving party can establish:

- (e) is in the public domain in substantially usable form with all combinations of public information disclosed by the discloser's information, other than through disclosure in breach of this agreement;
- (f) is independently developed by the receiving party without reference to or consideration of the disclosing party's information; or

- (g) is received by the receiving party from a third party who is not bound by obligations of confidence in relation to the information.

Data Protection Legislation

shall mean all applicable data protection and privacy legislation, regulation and guidance in respect of the protection of personal data (each as amended, updated or re-enacted from time to time).

DPA

means a data processing agreement entered into between the parties.

Default Notice

means the default notice referred to in clause 13.

Defaulting Party

has the meaning given to that term in clause 13.

Developed IP (Additional Services)

means any Intellectual Property created by the Licensor, Licensor's contractors or Licensor's suppliers, in the course of undertaking Additional Services comprising software development or customisation services.

Developed IP (Solution)

means any Intellectual Property rights in:

- (a) all modifications, developments or improvements to the Software or Documentation;
- (b) any trademarks, trade names, brands or other Intellectual Property of the Licensor; and/or
- (c) any feedback or ideas provided by the Licensee to the Licensor in relation to the Solution or Documentation.

Dispute Notice

means the notice of a dispute provided under clause 15.

Documentation

means any report, manual, specification, documentation, operating procedures and other materials which are designed to assist or

supplement the understanding or application of the Solution as updated from time to time.

Fees

means the amounts specified in Annexure B hereto which is incorporated herein for all purposes.

Force Majeure Event

means a circumstance beyond the reasonable control of a party which results in a party being unable to observe or perform on time an obligation under this agreement. Such circumstances include but will not be limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, epidemics and any other natural disaster;
- (b) failures of or faults in telecommunications systems or electricity supply or similar infrastructure or service; or
- (c) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, and labor strikes.

Functionality

means the key features and operation of the Software and/or Services (as applicable) set out in the Proposal.

Go Live Date

means, in respect of implementation of a Software submodule, the date on which the relevant Software submodule is deployed and is available for use by Users.

Implementation Fee(s)

means the amount specified in Annexure B hereto.

Implementation Services

means the implementation services as described in the Proposal.

Implementation Timetable

means the stages and timeframes for performance of the Implementation Services, as described in the Proposal.

Incident

means any unplanned significant degradation in the functionality of the Solution (including access, use, operation or performance of the Solution) [as described in the Proposal], regardless of the cause or source (except for Force Majeure). An incident does **not** include any incidents, errors or malfunctions in the Solution caused by:

- (a) operator or Licensee error or misuse of the Solution;
- (b) hardware faults or defects in software, systems, networks or equipment other than the Solution;
- (c) the Licensee Systems or interaction or interfacing of the Software with the Licensee Systems;
- (d) the Solution being serviced, maintained or upgraded by any person not authorized by the Licensor to perform that work; or
- (e) any unauthorized use or misuse of the Solution or security incident.

Incident Notice

has the meaning given to that term in clause 4.1)(a).

Incident Notification Date

has the meaning given to that term in clause 4.1(b)

Incident Personnel

has the meaning given to that term in clause 4.1(a).

Insolvency Event

Means in relation to a party:

- (a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts;
- (b) it or any other person takes any step, gives notice, commences proceedings or an appointment is made for or in connection

with the winding up or administration of that party which is not terminated or discharged within 21 days;

- (c) a distress, execution, sequestration, attachment, security enforcement or similar process in respect of all or substantially all of that party's assets occurs and such process is not terminated or discharged within 21 days;
- (d) it enters or seeks to enter into any arrangement with its creditors or any of them; or
- (e) if anything analogous to any of the contents of sub-paragraph (a) to (d) above occurs in any jurisdiction in relation to that party

Intellectual Property

means any and all intellectual and industrial property rights anywhere in the world (including present and future intellectual property rights), including (but not limited to) rights in respect of or in connection with:

- (a) any related confidential information, know-how or any right to have information kept confidential;
- (b) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (c) inventions (including patents);
- (d) trademarks, service marks and other related marks;
- (e) designs;
- (f) business names, domain names and company names;
- (g) software, software programs and source code, and
- (h) Trade Secrets

whether or not existing at the date of this agreement and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

Licensee Data

means any data input into the Solution by the Licensee or its Personnel or generated by the Licensee or its Personnel in using the Solution, other data in the possession of Licensee and related to the Solution, excluding any:

- (a) data relating to the Solution or its performance or technical or operational specifications;
- (b) Licensor Data;
- (c) Licensor Confidential Information; and/or
- (d) data relating to the Developed IP (Additional Services) and the Developed IP (Solution).

Licensee System

means the Licensee's telecommunications equipment, internet connection, computer, hardware, software, operating environment and all other equipment, infrastructure and services required or used to install, use or allow Users' access to or use of the Software, including any third party systems used by the Licensee or Users (but excluding the Developed IP).

License Term

means the period specified in Item 6 of the Contract Details.

Licensor Data

means data provided by the Licensor to the Licensee in the performance of the Licensor's obligations under this agreement, that is utilized by the Licensee in their business decisions. The Licensor Data excludes Licensee Data.

Licensor's Account

means the Licensor's bank account specified in Item 10 of the Contract Details.

Loss	means all losses, costs, expenses and damages (including legal costs and disbursements) sustained or incurred, whether directly or indirectly or consequentially or in any other way.
Personnel	means a party's employees, officers, agents, advisors or contractors.
Proposal	means the Licensor's proposal(s) setting out terms of modules licensed, timing, service agreements, charges, and other details; which proposal(s) are accepted by Licensee as indicated in a writing (including email) from an authorized representative.
Second Incident Notice	has the meaning given to that term in clause 4.1(f) of this agreement.
Site(s)	means the site(s) specified in Item 3 of Schedule 2.
Software	means the software modules defined in Item 5 of the Contract Details.
Software License Fee(s)	means the aggregate of the fees specified Annexure B.
Solution	means the Software and Services defined as the 'Solution' in Item 5 of the Contract Details.
Support Request	has the meaning given to that term in clause 6.
Support Services	means the support services set out at Schedule 4.
Support Site	BetterFleet support can be accessed at http://support.betterfleet.com
Trade Secrets	Means information that has either actual or potential independent economic value by virtue of not being generally known, has value to

others who cannot legitimately obtain the information, and is subject to reasonable efforts to maintain its secrecy by the transmitter or discloser.

User

means an individual who accesses or uses the Software in accordance with the terms of this agreement.

Vehicles

means electric vehicles utilizing the Software and owned and/or operated by or on behalf of the Licensee.

1.2 Interpretation

In this agreement, unless the contrary intention appears:

- (a) words denoting the singular include the plural and vice versa;
- (b) a reference to any gender includes all genders;
- (c) a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- (d) headings and the table of contents (if any) are for convenience only and do not affect interpretation;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to any document is a reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (g) a reference to a party to this agreement includes that party's executors, administrators, successors and permitted assigns;
- (h) a reference to a specific currency such as (\$) or **Dollars** is a reference to the currency set out in Item 13 of the Contract Details;
- (i) a reference to a recital, clause, schedule or annexure is to a recital, clause (including sub-clause, paragraph, sub-paragraph or further subdivision of a clause), schedule or annexure of or to this agreement and a reference to an item or paragraph is to an item or paragraph in a schedule;
- (j) a reference to any books or records or writing includes a reference to such documents or writing in all formats including electronic, disk, magnetic or written format;

- (k) a reference to any legislation or legislative provision includes any regulations or other delegated legislation or instruments made or issued under it and any consolidations, amendments, re-enactments or replacements of it and them and any of them;
- (l) the word (**including**) is not to be treated as a word of limitation;
- (m) a reference to time is a reference to local time in New York; and
- (n) if the time prescribed or allowed by this agreement for doing any act or thing falls or expires on a day which is not a Business Day, such time is extended so as to fall or expire on the next succeeding Business Day after that day.

2. License

2.1 License grant

In consideration for and subject to payment of the Fees in accordance with the terms of this agreement, the Licensor grants to the Licensee a non-exclusive, non-transferable, limited license, without the right to sublicense, to use the Software:

- (a) for the Licensee's Vehicles; and
- (b) for the Licence Term,

solely for the Licensee's internal business purposes (not managing Vehicles of third parties), subject to the Licensee complying with the terms and conditions set out in this agreement.

2.2 Permitted use

- (a) The Licensee must ensure that all Users access and use the Software in accordance with:
 - (i) the this Agreement; and
 - (ii) any Documentation or instructions provided or notified by the Licensor.
- (b) The Licensee must:
 - (i) immediately:
 - (A) notify the Licensor in writing if it becomes aware of any unauthorized use or misuse of the Software or any security incident; and
 - (B) remove access to the Software for any User who uses the Software other than in accordance with this agreement.

2.3 Prohibited use

- (a) The Licensee must not, and must ensure its Users do not:

- (i) copy the Software or any part of the Software with the exception of backing up the environment for disaster recovery purposes;
 - (ii) reproduce, alter, modify, augment, merge, disassemble or reverse engineer the Software or any part of the Software;
 - (iii) decompile the object code or compile the source code;
 - (iv) script any database containing the reports;
 - (v) run unreasonably high levels of transactions through the system or cause or allow “brute force attacks” which would cause unreasonably high AWS or other associated costs;
 - (vi) exploit, sell, redistribute, lease, rent or sub-license the Software to any person except as authorized under this agreement;
 - (vii) make copies or reproduce Documentation for any purpose not related to this agreement;
 - (viii) assist or permit any other party to perform the above acts; or
 - (ix) or allow a situation to arise in which any other party may perform the above acts.
- (b) The Licensee acknowledges that it is not entitled to access to or use of the Software source code.

3. Implementation Services

3.1 Agreement to provide Implementation Services

If agreed by the parties in writing and in consideration for and subject to payment of the Implementation Fee(s):

- (a) the Licensor will carry out and complete the Implementation Services for the Licensee, subject to the terms and conditions set out in this agreement; and
- (b) in performing the Implementation Services, the Licensor will use its reasonable endeavors to meet the Implementation Timetable.

3.2 Acceptance

- (a) The Licensor (together with the Licensee) may conduct Acceptance Tests prior to confirming to the Licensee that the Implementation Services have been performed and the Software is available for use.
- (b) The Licensor will notify the Licensee when it considers (acting reasonably) that the Solution has achieved Acceptance:
 - (i) thereupon the Implementation Services will be deemed to be complete; and

- (ii) the Licensee may access and begin using the Software on the terms and conditions of this agreement.

4. Incident

4.1 Incident

- (a) In the event of an Incident, a Licensee's Personnel (**Incident Personnel**) may notify the Account Manager either by calling the Account Manager's Designated Number or through Support Site (**Incident Notice**).
- (b) An Incident Notice is deemed to be received by the Licensor the later of:
 - (i) the time and the date:
 - (A) the Incident was lodged with the Support Site; or
 - (B) the phone call was taken by the Licensor's Account Manager

(as applicable). Where the Licensee makes a request for support outside of Business Hours, the Licensor will be deemed to have received the request at the start of the next Business Day; and
 - (ii) the time and date when the Licensee has provided the Licensor with all information, documentation and access within its control, as reasonably necessary for the Licensor to investigate and remedy the Incident

(Incident Notification Date).
- (c) The Licensor must notify the Incident Personnel of their receipt of the Incident Notice within the Response Time.
- (d) The Licensee must fully cooperate with Licensor to identify and troubleshoot any problem, provide access to Licensee's system as needed to address any problem, comply with all instructions for installation of updates or new software or procedures, and permit Licensor to address any problem in a commercially reasonable timeframe.
- (e) The Licensor must:
 - (i) provide the Incident Personnel with reasonable status updates on the progress of the resolution of the Incident in the period between the Incident Notification Date and resolution of the incident; and
 - (ii) notify the Incident Personnel promptly after resolving the Incident described in the Incident Notice, and, if appropriate, provide the Incident Personnel with any updates to the relevant Documentation.
- (f) If the Licensor fails to remedy the Incident notified in the Incident Notice within a reasonable time (or such other time as agreed with between the parties), the Licensee may notify the Licensor of a failure to rectify the Incident (**Second Incident Notice**).

- (g) In the event Licensor is unable to remedy a problem within the Software (not caused by systems under the control of Licensee) which causes an actual Incident as notified in an Incident Notice within thirty (30) calendar days of receipt of the Second Incident Notice, Licensee may invoke the Termination provision in paragraph 13.1(a)(ii) below.

5. Access & Assistance by the Licensee

5.1 Assistance by the Licensee

During the performance of the Implementation Services, Support Services or remedying an Incident Notice or a Default Notice, the Licensee will provide the Licensor and its Personnel with access, including electronic access, to:

- (a) the Site, subject to the Licensor complying with any reasonable approval, induction and safety procedures notified and provided by the Licensee;
- (b) its relevant data, user infrastructure, equipment and any hardware on which the Licensee intends to use, operate or access the Solution and if mutually agreed, other relevant data or equipment;
- (c) any specific administrative permissions, user passwords or other security controls required to facilitate such access; and
- (d) such qualified, skilled and properly trained Personnel and other resources,

as may reasonably be requested by the Licensor to enable it to perform the Implementation Services or remedy an Incident Notice or Default Notice.

5.2 Provision of data

During the term of this agreement, the Licensee will provide the Licensor with the data specified in Item 19 of the Contract Details and in accordance with the regularity set out in Item 19.

6. Support Services

- (a) Except to the extent expressly provided by this agreement, the Licensor will not be obliged to support the Solution, whether by providing advice, training, error-correction, modifications, updates, upgrades, new releases or enhancements or otherwise.
- (b) The Licensee may request the Licensor provide part or all of a Support Service by calling the Account Manager's Designated Number or through the "Support Site" (**Support Request**).
- (c) During the Support Services Term as set out in Schedule 4, Licensor shall provide the support services described in Schedule 4 in accordance with the Service Levels set out in Annexure A.

- (d) Subject to Item 3 of Schedule 4, the Licensor must respond within a reasonable time period (or such other time as agreed with between the parties), to all Support Requests by advising the Licensee of details of its intended action plan for the Support Request.
- (e) A failure by the Licensor to meet any service level in this agreement does not constitute a breach of this agreement by the Licensor.

7. Additional Services

7.1 Agreement to provide Additional Services

- (a) The Licensee may request additional services in connection with the Software, being any services which are outside the express scope of the Implementation Services, including development and implementation of options, add-ons, [customisations/customizations] or enhancements to the Software, or additional integration with third party systems (**Additional Services**).
- (b) The Licensor must respond within a reasonable time period (or such other time as agreed with between the parties), to all requests for Additional Services by advising the Licensee in writing of its response to the request for Additional Services and the applicable Additional Services Fees.

7.2 Additional Services Fee(s)

The Licensor will charge the Licensee at the Licensor's then-current standard rates (or such other rates or fees as may be agreed by the parties in writing) in respect of any Additional Services provided by the Licensor to the Licensee during the Licence Term (**Additional Services Fees**) and any such fees which become due and payable will be added to the Fees.

8. Data

8.1 Ownership of Licensee Data

Licensee Data submitted by Licensee to the Service, whether posted by Licensee or by third parties, remains the sole property of Licensee. Licensee Data will be considered Proprietary Information, subject to the terms of this Agreement. Notwithstanding any other provision in this Agreement, Licensor may provide certain End User registration and statistical information such as usage or End User traffic patterns in aggregate form to third parties, provided that such information does not include Licensee or personally identifying information. Licensor may access Licensee's User accounts, including, without limitation, Licensee Data, to respond to service or technical problems.

8.2 License to Licensee Data

The Licensee grants to the Licensor a worldwide, non-exclusive, royalty-free license to use and access, and agrees to make available to the Licensor the Licensee Data in order to

perform its obligations under this agreement or to improve and/or enhance the Software and/or Documentation. The Licensee acknowledges that inaccuracies or incompleteness of the Licensee Data may impact the success of the Solution and the Licensor has no liability to the Licensee in respect of any claims made under or in connection with such Licensee Data.

8.3 Responsibility for Security

The Licensee must implement all reasonable security measures to prevent unauthorized access or damage to or misuse or loss of the Licensee Data and the Software.

9. Confidentiality and Data Protection

9.1 Confidentiality obligations

- (a) Subject to the subclauses of this clause 9, each party must at all times:
- (i) keep confidential all the other party's Confidential Information including trade secrets;
 - (ii) not use or reproduce any Confidential Information of the other party, other than for the purposes of this agreement or with the prior written approval of the other party;
 - (iii) only disclose any Confidential Information of the other party to its Personnel and professional advisers who need to know the information for the purposes of this agreement or to enforce any rights under this agreement; and
 - (iv) not disclose any Confidential Information of the other party to any third party.

9.2 Personnel and advisers

Each party must ensure that all its Personnel and advisers are aware of the confidential nature of the Confidential Information of the other party and do not do anything which, if done by the party, would cause a breach of this clause 9.

9.3 Limitation

- (a) Subject to clause 9.4, clauses 9.1 and 9.2 do not apply to any Confidential Information that a party is required to disclose by any applicable law or legally binding order of any court, government, semi-government authority, administrative or judicial body, or a requirement of a stock exchange or regulator.
- (b) Subject to clause 9.4, clauses 9.1 and 9.2 do not apply to any Confidential Information that a party discloses to a potential investor in, or acquirer of part or all, of the Licensor or any of its related bodies corporate.
- (c) The Licensee agrees that the Licensor may reference the Licensee in the Licensor's customer listings and may place the Licensee's name and logo on the Licensor's

website and in collateral marketing materials relating to the Licensor's products and services.

9.4 Permitted disclosure

If a party makes a disclosure referred to in clause 9.3(a):

- (a) that party must disclose only the minimum Confidential Information required to comply with the applicable law, order or requirement; and
- (b) before making such disclosure, the party must:
 - (i) give the owner of the Confidential Information reasonable written notice of:
 - (A) the full circumstances of the required disclosure; and
 - (B) the Confidential Information which it proposes to disclose; and
 - (ii) use reasonable endeavors to consult with the owner of the Confidential Information as to the form of the disclosure.

9.5 Both parties shall comply with Data Protection Legislation. Further where personal data is provided by the Licensee to the Licensor to enable it to perform its obligations under this Agreement and the Licensor is the processor of such data, the parties shall enter into a separate DPA.

10. Intellectual Property

10.1 Background IP

- (a) Nothing in this agreement operates to transfer ownership of any Background IP.
- (b) The Licensee grants to the Licensor a worldwide, non-exclusive, royalty-free license to use, and agrees to make available to the Licensor its Background IP to the extent that the Licensor reasonably requires Background IP in order to perform its obligations under this agreement.

10.2 Developed IP

Right, title and interest in any Developed IP (Solution) and Developed IP (Additional Services) vests in the Licensor immediately on creation. Licensee hereby assigns to Licensor, and upon the future creation thereof automatically assigns to Licensor, without further consideration, ownership of all Developed IP (Solution) and Developed IP (Additional Services.) Developed IP (Software). Licensee will have the right to obtain and hold, in its own name, patents, copyrights, registrations, and any other protection available as may be necessary or desirable to transfer, perfect, and defend Licensor's ownership of the Developed IP (Solution) and Developed IP (Additional Services) Developed IP (Software) that is reasonably requested by Licensor. Licensee agrees to cooperate fully and promptly with all requests by Licensor to evidence ownership by Licensor of such Developed IP (Solution) and Developed IP (Additional Services) Developed IP (Software).

10.3 The Licensee's obligations

The Licensee:

- (a) must notify the Licensor of any actual, threatened or suspected infringement of any Intellectual Property rights associated with the Solution or Documentation; and
- (b) must do and refrain from doing all things as reasonably necessary to protect the Licensor's Intellectual Property rights in the Solution and Documentation.

11. Warranties

11.1 Warranties by the Licensor

During the Licence Term, the Licensor acknowledges, represents and warrants that:

- (a) Licensor warrants and represents that it will use its reasonable efforts, skill, knowledge, and sound and professional principles and practices in accordance with normally accepted industry standards in the provision of the Service. If any failure to meet the foregoing warranty appears, Licensor will promptly correct such failure at Licensor's sole expense.
- (b) Licensor warrants and represents that it has the experience, capability, and resources to efficiently and expeditiously provide the Service in a professional and competent manner. If employees and/or subcontractors may be used in the provision of the Service as provided in this Agreement, Licensor warrants that it will, at all times, devote the necessary personnel and supervisors to provide the Service in such a manner.
- (c) Licensor warrants and represents that it owns or has acquired rights to all proprietary rights related to the Service and necessary to grant the intellectual property license rights set forth in this Agreement.
- (d) At its expense, Licensor will perform, or cause to have performed, at least once per calendar year, a security audit to confirm the data and physical security procedures in effect at Licensor's data center. Licensor will promptly provide to Company the results, including any findings and recommendations made by Licensor's auditors, of such audit.

11.2 Warranties by Licensee

Licensee warrants and represents that it will diligently undertake to fulfill its obligations herein with respect to confidentiality and scope of the license, and that it will undertake to notify and train its personnel as appropriate to perform these obligations;

11.3 Mutual Warranties.

Each Party warrants and represents that it has the authority to execute, deliver and perform its obligations under this Agreement, having obtained all required Board of Directors' or other consents, and is duly organized or formed and validly existing and in good standing under the laws of the state of its incorporation or formation.

Each party further warrants that it will comply with all applicable laws in connection with the operation of this Agreement.

11.4 No other warranties

Except as expressly provided herein, licensor makes no warranty of any kind, whether express, implied, statutory, or otherwise. Licensor hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

12. Fees

12.1 Fees

- (a) The applicable Fees are set out in Annexure B which is incorporated herein.
- (b) The Licensor will issue the Licensee with an invoice for the Fees due and the Licensee agrees to pay the Fees to the Licensor in the manner specified and otherwise in accordance with the relevant Payment Terms.
- (c) Fee Details
 - (i) The Licensee must pay any:
 - (A) taxes, duties, fees or other government levies or charges which may be payable in connection with this agreement; and
 - (B) any pre-approved fees or charges incurred by or on behalf of the Licensee in connection with the Licensee Systems,and must reimburse the Licensor to the extent the Licensor incurs any such fees or charges on behalf of the Licensee, within fourteen (14) days of receiving an invoice from the Licensor.
- (d) All sums payable to the Licensor under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

13. Termination and Automatic Renewal

13.1 Termination

Either party may terminate this agreement with notice in writing to the other party where:

- (a) the other party (**Defaulting Party**) breaches a term of this agreement which is capable of remedy, but does not remedy the breach within thirty (30) calendar days of receipt of a notice requesting the Defaulting Party to rectify the identified breach:

- (b) the Defaulting Party breaches a material term of this agreement and that breach is incapable of remedy; or
- (c) the Defaulting Party suffers an Insolvency Event.

13.2 End of Term obligations

Upon the expiry or earlier termination of the Licence Term:

- (a) all accrued rights or liabilities of either party are unaffected, and the Licensee remains obligated to pay any amount payable to the Licensor on or before the effective date of termination;
- (b) the Licensor must exercise commercially reasonable endeavors to minimize any disruption to the Licensee's services;
- (c) as soon as reasonably practicable following transfer of the Licensee Data, and in any event no later than ninety (90) calendar days following the expiry or earlier termination of the Licence Term, the Licensee must, and must ensure that all Users:
 - (i) stop using the Solution and Documentation, and ensure that the Solution and any Documentation is not accessed by Users within its organization; and
 - (ii) return to the other party or destroy any material or documentation or property of the other party (including Confidential Information and Background IP), except to the extent required to comply with any applicable law or legally binding order of any court, government, semi-government authority, administrative or judicial body, or a requirement of a stock exchange or regulator.; and
- (d) The Licensor will be under no obligation to retain any Licensee Data (or Licensor Data), and on and from the date that is ninety (90) calendar days following expiry or earlier termination of this agreement, such Licensee Data may be, in the sole discretion of the Licensor, deleted.

13.3 Automatic Renewal

If no action is taken by either party, this Agreement shall automatically renew with all the same terms as the original Agreement, including duration and pricing; and it shall continue to automatically renew in the same manner until contrary action is taken by a party hereto. If either party notifies the other on or before the 60th day before the expiration of this Agreement that it wishes to terminate or re-negotiate this Agreement, this Agreement shall not automatically renew but shall terminate at the end of the term, unless a new agreement is reached.

13.4 Survival

Termination of this Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination. Without limitation to the foregoing, clauses 2.2(b), 2.3,

8-12, 13.2, 13.4, 14, 15 and 16 will survive and continue in full force and effect following termination of this agreement.

14. Exclusions and limitation on liability

14.1 Limitation of liability

- (a) To the fullest extent permitted by applicable law, the total liability of the Licensor to the Licensee in respect of all Loss or Claims incurred by the Licensee under or in connection with this agreement (whether arising out of breach of contract, negligence or any other tort, under statute or otherwise) will not in aggregate exceed the amount set out in Item 14 of the Contract Details. The parties hereby agree that this negotiated term is a reasonable representation of the actual risks undertaken by them and it is necessary to add certainty to the relationship, without which Licensor could not provide the services hereunder for the price agreed.
- (b) Notwithstanding anything else to the contrary in this agreement, to the extent the Licensor is unable to exclude its liability pursuant to applicable law, and to the extent that it is entitled to do so, the Licensor's liability to the Licensee for a breach of any warranty that cannot be excluded at law is limited to any one of the following, at the option of the Licensor:
 - (i) in the case of goods (including the Software) - replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods or payment of the costs of having the goods repaired; and
 - (ii) in the case of services (including the Implementation Services and the Additional Services) - the supply of the services again or payment of the reasonable cost of having the services supplied again.

14.2 Exclusion of consequential loss

To the fullest extent permitted by law, and notwithstanding any other term of this agreement, Licensor will not be liable to the Licensee for claims made under or in connection with this agreement (whether arising out of breach of contract, negligence or any other tort, under statute or otherwise) for any loss of profit, revenue, opportunity, data, contracts, goodwill or business, or any consequential, indirect, special, punitive or incidental damages.

15. Disputes

15.1 Dispute

Where a disagreement or dispute arises out of or in connection with this agreement an aggrieved party may give written notice of the dispute to the other party specifying the nature and details of the dispute (**Dispute Notice**).

15.2 Attempt to Settle Dispute

- (a) In the event that a party gives Dispute Notice to the other party, the parties must use their reasonable endeavors to resolve the dispute in good faith through negotiation.
- (b) Where the parties are unable to settle a dispute within seven (7) calendar days of the receipt of the Dispute Notice, each party must appoint a representative with authority to settle the dispute. The representatives must meet within a further seven (7) calendar days to settle the subject of the Dispute Notice.

15.3 Referral to Chief Executives or their nominated representatives

If the appointed representatives are unable to resolve the dispute within fourteen (14) calendar days of first meeting, the parties must refer the dispute to the Chief Executive (or their nominated representatives) of each party. The Chief Executives (or their nominated representatives) of the parties must meet and seek to resolve the dispute within fourteen (14) calendar days of the date of referral of the dispute to them.

15.4 Process for Resolution

If the dispute is not resolved within fourteen (14) days of the date of referral of the dispute to the Chief Executives (or their nominated representatives) (or such further period as the Chief Executives agree is appropriate), the parties will, within seven (7) calendar days of the end of that period, refer the dispute to mediation in accordance with clause 15.5.

15.5 Mediation

- (a) If the Chief Executives (or their nominated representatives) are unable to resolve the dispute within seven (7) calendar days of referral, a party may refer the dispute for mediation under the mediation rules of the organization set out at Item 15 of the Contract Details to:
 - (i) a mediator agreed by the parties; or
 - (ii) if the parties are unable to agree to a mediator within seven (7) calendar days, a mediator nominated by the President of the organization set out at item 15 of the Contract Details or the President's nominee.
- (b) The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing. Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.
- (c) Any information or documents disclosed by a party under this clause:
 - (i) must be kept confidential; and
 - (ii) may not be used except to attempt to resolve the dispute.

15.6 Attempts to Settle Without Prejudice

- (a) The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the dispute between them.
- (b) No party may use any information or documents obtained through the dispute resolution process established by this clause for any purpose other than in an attempt to settle a dispute between the parties.

15.7 Restrictions on Litigation

A party must not commence court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this agreement, unless it first attempts to resolve the dispute by negotiation and mediation under this clause.

15.8 Performance

If possible, each party must perform its obligations under this agreement during negotiations and mediation proceedings.

16. General

16.1 Notices

- (a) Any notice given under this agreement must be in writing and signed by or for the sender and delivered by priority post, hand or email to the address specified in Item [9] of the Contract Details or such other address as may be notified by a party in writing from time to time.
- (b) A notice or other communication delivered under this agreement will be deemed to be given if:
 - (i) personally delivered, upon delivery;
 - (ii) mailed domestically by priority post, at 9.00 am on the fourth (4th) Business Day after the date of posting (whether received or not); or
 - (iii) sent by email, at the time of sending provided the sender receives confirmation (automated or otherwise) that the email has been successfully delivered to a server accessible by the recipient.

16.2 Force Majeure Event

Neither party will be liable for any delay or failure to perform its obligations pursuant to this agreement (other than a payment obligation) if such delay is due to a Force Majeure Event. If a delay or failure of a party to perform its obligations is caused or anticipated due to a Force Majeure Event, the performance of that party's obligations will be suspended. A Force Majeure Event shall not relieve a party of its payment obligations under this Agreement.

16.3 Costs

Each party will pay its own costs in connection with the negotiation, preparation and execution of this agreement.

16.4 Amendment

This agreement may only be amended in writing signed by all the parties and may not be amended in any other manner. Notwithstanding the foregoing in this paragraph 16.4, the parties from time-to-time may modify the scope of the applicable Proposal by an agreement in writing (including email) from an authorized representative.

16.5 Authorized representative

Each individual designated as the Authorized Representative of the Licensee or Licensor and their respective successors or permitted assigns (Authorized Representative), is authorized to:

- (a) give and receive notices, requests and instructions; and
- (b) subject to the prior written consent of the other party's Authorized Representative (which may be withheld in their absolute discretion):
 - (i) amend the Contract Details to vary the scope of the Solution; or
 - (ii) amend or expand the Proposal,

in connection with this agreement on behalf of the Licensee or Licensor (as applicable). A party may replace the person designated as their Authorized Representative by providing the other party with written notice, setting out the name of the new individual designated as Authorized Representative and the effective date.

16.6 Relationship of parties

- (a) The parties are not and are not to be taken to be in a partnership, joint venture, employment or fiduciary relationship.
- (b) Nothing in this agreement gives a party authority to bind any other party in any way.

16.7 Non-Assignability

Licensor may, but Licensee may not (except with prior written consent of Licensor):

- (a) assign or otherwise transfer any of its rights or obligations under this Agreement;
- (b) sub-contract or delegate any of its obligations under this Agreement; and/or
- (c) charge or deal in any other manner with this Agreement or any of its rights or obligations.

Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause 16.7 shall be ineffective. Any sub-contracting by Licensor in

accordance with this clause 16.7 shall not relieve or discharge Licensor from any of its obligations or responsibilities under this Agreement.

16.8 Exercise of rights

- (a) Unless expressly required by the terms of this agreement, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this agreement.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this agreement. Any conditions must be complied with by the party relying on the consent, approval or waiver.

16.9 Remedies cumulative

Except as provided in this agreement and permitted by law, the rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.

16.10 Waiver

- (a) A waiver of a right, remedy or power must be in writing and signed by the party giving the waiver.
- (b) A party does not waive a right, remedy or power if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power.
- (c) A waiver given by a party in accordance with clause 16.10(a):
 - (i) is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be construed as a waiver of that obligation or breach on any other occasion; and
 - (ii) does not preclude that party from enforcing or exercising any other right, remedy or power under this agreement nor is it to be construed as a waiver of any other obligation or breach.

16.11 Severance

If a provision in this agreement is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this agreement for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this agreement.

16.12 Entire agreement

This agreement, including negotiated terms set out in agreed Proposal(s), contains the entire agreement between the parties about its subject matter. Any previous understanding,

agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.

16.13 Governing law and Legal Costs

This agreement, as well as any and all disputes arising from this agreement or arising from any of the proposals, negotiations, communications or understandings regarding this agreement, will be governed by and construed in accordance with the laws of New York in the United States and the parties submit to and agree not to contest the exclusive personal and subject matter jurisdiction of the federal and district courts in the state and city of New York.

In the event of litigation the prevailing party shall be entitled to recover reasonable legal fees and costs from the other party.

16.14 Further assurances

Each party will promptly do all things required by law or reasonably requested by any other party to give effect to this agreement.

16.15 Counterparts and multiple originals

This agreement may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute the same document.

16.16 Third party rights

- (a) This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- (b) The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

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17. Contract Details

<p>Item 1 the Licensee</p>	<p>Name: [Insert the name of the licensee]</p> <p>Company Number: [insert the company number of the licensee]</p> <p>Registered Address: [insert the registered address of the licensee]</p>																	
<p>Item 2 Authorized Representative</p>	<p>[Insert name of the Licensee's authorized representative]</p>																	
<p>Item 3 Commencement Date</p>	<p>The date of this agreement.</p>																	
<p>Item 4 Not Used</p>																		
<p>Item 5 Solution</p>	<p>(a) Software:</p> <table border="1" data-bbox="564 1104 1348 1984"> <thead> <tr> <th></th> <th>Submodule</th> <th>Included (Yes/No)</th> </tr> </thead> <tbody> <tr> <td rowspan="5">BetterFleet Plan</td> <td>BetterFleet Plan - asset replacement forecasting</td> <td></td> </tr> <tr> <td>BetterFleet Plan - depot emulation and optimization using fixed schedules based on GTFS and scheduling software or telematics</td> <td></td> </tr> <tr> <td>BetterFleet Plan - fixed route emulation using GTFS/Transexchange</td> <td></td> </tr> <tr> <td>BetterFleet Plan - Variable emulation using telematics (telematics hardware not included)</td> <td></td> </tr> <tr> <td>BetterFleet Plan - channel</td> <td></td> </tr> <tr> <td>BetterFleet Manage</td> <td>BetterFleet manage - live monitoring of chargers, live monitoring of vehicles, charger fault alerts</td> <td></td> </tr> </tbody> </table>		Submodule	Included (Yes/No)	BetterFleet Plan	BetterFleet Plan - asset replacement forecasting		BetterFleet Plan - depot emulation and optimization using fixed schedules based on GTFS and scheduling software or telematics		BetterFleet Plan - fixed route emulation using GTFS/Transexchange		BetterFleet Plan - Variable emulation using telematics (telematics hardware not included)		BetterFleet Plan - channel		BetterFleet Manage	BetterFleet manage - live monitoring of chargers, live monitoring of vehicles, charger fault alerts	
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	BetterFleet manage - advanced energy management									
	BetterFleet manage - parking and dispatch optimization									
	BetterFleet sense - advanced reporting									
Item 6 License Term	<p data-bbox="564 925 1351 992">This agreement commences on the Commencement Date and will expire upon the later of:</p> <p data-bbox="564 1025 1351 1305"> (a) the expiration of a [insert number of years, e.g. 1-3 years] year period, commencing on and from the Commencement Date; and (b) the expiration of the later of the BetterFleet Plan Term, and the BetterFleet Manage Term, the Implementation Services Term, the Support Services Term and the Additional Services Term (as applicable), </p> <p data-bbox="564 1339 1351 1406">unless terminated earlier in accordance with the terms of this agreement.</p>									
Item 7 Fees	<p data-bbox="564 1473 1351 1541">Fees means the aggregate of (where applicable and subject to Item 8, subclause (b) below):</p> <p data-bbox="564 1574 1351 1977"> (a) the aggregate of (as applicable): (i) during the BetterFleet Plan Term, the BetterFleet Plan Fees; (ii) during the BetterFleet Manage Term, the BetterFleet Manage Fees, (the Software License Fees); and (b) during the Implementation Services Term, the Implementation Fee(s); </p>									

	<p>(c) during the Support Services Term, the Support Services Fee(s); and</p> <p>(d) during the Additional Services Term (as applicable), the Additional Services Fee(s).</p>
Item 8 Payment Terms	<p>(a) Unless specified otherwise in this clause, all Fees invoiced to the Licensee are payable within [thirty] (30) calendar days of the date of the invoice via [direct debit or credit card or] electronic funds transfer into the Licensor's Account.</p> <p>(b) Fees continue to accrue in the period between the earlier of expiry or termination of this agreement and the receipt by the Licensor of the notice provided under clause 13.1.</p> <p>(c) Software License Fee(s):</p> <p>(i) BetterFleet Plan License Fee, BetterFleet Plan Support Fee BetterFleet Manage License Fee, BetterFleet Manage Support Fee:</p> <p>(A) for the first twelve (12) month period, are payable by the Licensee prior to the applicable Go Live Date; and</p> <p>(B) for subsequent years, are payable yearly in advance; and</p> <p>(ii) BetterFleet AF Adjustment Fee and BetterFleet OF Adjustment Fee: Upon the date referred to above in subclause (B).</p> <p>(d) Implementation Fee(s): Implementation Fees are payable on the following terms, unless otherwise specified in the "Proposal":</p> <p>(i) 25% on the Implementation Services Commencement Date;</p> <p>(ii) 25% upon commencement of testing;</p> <p>(iii) 25% on commissioning; and</p> <p>(iv) 25% upon the Go Live Date.</p> <p>(e) Additional Service Fees: Payable monthly in arrears.</p> <p>(f) Support Service Fees: Payable monthly in arrears.</p>
Adjustment Fees	Where an Adjustment Fee is payable due to an increase in the number of vehicles during any Contract Year a pro-rata additional costs shall be calculated from the date of any such increase(s) based on the amounts set out above. The

	Adjustment Fee shall be payable at the start of the next Contract Year.
Item 9 Address for Notices	<p>(a) the Licensor</p> <p>Address: C/O</p> <p>Attention: Daniel Hilson</p> <p>Email: dhilson@everergi.com</p> <p>(b) the Licensee</p> <p>Address: [Insert]</p> <p>Attention: [Insert]</p> <p>Email: [Insert]</p>
Item 10 Licensor's Account	[Insert Everergi account details for payment]
Item 11 Account Manager & Designated Contact Number	[Insert Everergi account manager name, email & contact phone number]
Item 12 City/Town	[Insert Town/City where project is]
Item 13 Currency	US Dollar
Item 14 Limitation of liability (clause 14.1(a))	The value of the contract
Item 15 Mediator organization (clause 15.5)	American Arbitration Association
Item 16 Licensor's Authorised Representative	See Item 2 above
Item 17 Licensee's Authorized Representative	[insert name & role]

Item 18 Response Time	[insert e.g. 4 hours, 5 hours during Business Hours. Note the longer the Response Time is reflected in a lower License Fee]																												
Item 19 Provision of data by the Licensee	<p>The Licensee will provide the Licensor with access to and use of the following data on a timing basis set out below:</p> <table border="1" data-bbox="564 474 1345 1308"> <thead> <tr> <th data-bbox="564 474 643 689"></th> <th data-bbox="643 474 956 689">Data description</th> <th data-bbox="956 474 1184 689">To be provided? (Yes/No/If available)</th> <th data-bbox="1184 474 1345 689">Regularity ? (real time / monthly etc)</th> </tr> </thead> <tbody> <tr> <td data-bbox="564 689 643 846">1.</td> <td data-bbox="643 689 956 846"></td> <td data-bbox="956 689 1184 846">[Complete table with data requirements]</td> <td data-bbox="1184 689 1345 846"></td> </tr> <tr> <td data-bbox="564 846 643 940">2.</td> <td data-bbox="643 846 956 940"></td> <td data-bbox="956 846 1184 940"></td> <td data-bbox="1184 846 1345 940"></td> </tr> <tr> <td data-bbox="564 940 643 1034">3.</td> <td data-bbox="643 940 956 1034"></td> <td data-bbox="956 940 1184 1034"></td> <td data-bbox="1184 940 1345 1034"></td> </tr> <tr> <td data-bbox="564 1034 643 1128">4.</td> <td data-bbox="643 1034 956 1128"></td> <td data-bbox="956 1034 1184 1128"></td> <td data-bbox="1184 1034 1345 1128"></td> </tr> <tr> <td data-bbox="564 1128 643 1223">5.</td> <td data-bbox="643 1128 956 1223"></td> <td data-bbox="956 1128 1184 1223"></td> <td data-bbox="1184 1128 1345 1223"></td> </tr> <tr> <td data-bbox="564 1223 643 1308">6.</td> <td data-bbox="643 1223 956 1308"></td> <td data-bbox="956 1223 1184 1308"></td> <td data-bbox="1184 1223 1345 1308"></td> </tr> </tbody> </table>		Data description	To be provided? (Yes/No/If available)	Regularity ? (real time / monthly etc)	1.		[Complete table with data requirements]		2.				3.				4.				5.				6.			
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Schedule 1 BetterFleet Plan

Item 1	BetterFleet Plan Commencement Date	[The date of this agreement/insert other]
Item 2	BetterFleet Plan Term	[Twelve (12)] calendar months commencing upon the BetterFleet Plan Commencement Date.
Item 3	BetterFleet Plan Fee	The aggregate Fees for BetterFleet Plan set out in Annexure B.

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Schedule 2 BetterFleet Manage

Item 1	BetterFleet Manage Commencement Date	[The date of this agreement / other specified date]
Item 2	BetterFleet Manage Term	[Three (3) years commencing upon the BetterFleet Manage Commencement Date]
Item 3	Site(s)	<p>(a) The Licensee's site(s) located at [insert description of site including lots/folder number and street address if possible]; and</p> <p>(b) any additional sites agreed by the parties in writing, subject to agreement by the parties in writing of the BetterFleet Manage Fee, Implementation Services and Implementation Fees, Support Services and Support Fees and any other special conditions applicable to the particular additional site.</p>
Item 4	BetterFleet Manage Fee	The aggregate Fees for BetterFleet Manage set out in Annexure B.
Item 5	Licensor Warranty	During the Licence Term the Licensor acknowledges, represents and warrants that it will exercise commercially reasonable endeavors to avoid directly causing any adverse effect on any third party warranties for the Vehicles or equipment installed on the Vehicles.
Item 6	Policies & procedures	<p>The parties will work together to establish safety policies and procedures to avoid any service disruption, including ensuring that:</p> <p>(a) in accordance with the agreed process, there are manual checks of charging on regular and agreed basic maintenance programs;</p> <p>(b) automated charging regimes can be overridden by manual processes if required.</p>

Schedule 3 Implementation Services

Implementation Services Commencement Date	[The date of this agreement / other specified date]
Implementation Services Term	The period commencing upon the Implementation Services Commencement Date and ending upon the Acceptance Date.
Implementation Services	<p>The following Implementation Services relate to the implementation of the Software at the Site(s).</p> <p>(a) The Licensor must configure and deploy the Software for use by the Licensee at the Site(s) for use by the Vehicles, including to deploy and install the Software on the Licensee user infrastructure and hardware in accordance with the Proposal.</p> <p>(c) Integration and testing with third party systems such as charging systems, telematics and scheduling software</p> <p>(d) The Licensor is not required to implement, configure or deploy any of the Licensee Systems or other systems unless expressly required by this Schedule 3 including:</p> <p>(a) the supply, installation, operation and maintenance (including the performance) of the Charging Equipment;</p> <p>(b) the installation, maintenance and supply of power to the Charging Equipment and any irregularities or interruption to the power supply; or</p> <p>(c) the supply, operation and maintenance of Vehicles, including disconnecting or connecting the Vehicles to the Charging Equipment,</p>
Implementation Fee	<p>BetterFleet Plan Implementation Fee: As set out in Annexure B</p> <p>BetterFleet Manage Implementation Fee: As set out in Annexure B</p>
Acceptance	means that the Solution has passed the Acceptance Tests and Accept has a corresponding meaning.
Acceptance Tests	means testing procedures to be performed in a test environment to confirm that the Solution performs in accordance with the Functionality.

<p>Licensor's current rates</p>	<p>The Licensor's current rates at the commencement date: [Note: hourly amounts to be inserted]</p> <ul style="list-style-type: none"> (a) Zero emissions transport engineer: \$[] per hour (b) Zero emissions transport associate: \$[] per hour (c) Zero emissions transport director: \$[] per hour (d) Zero emission transport partner: \$[] per hour (e) General manager - Customer success: \$[] per hour (f) Software engineering manager: \$[] per hour (g) Software engineer: \$[] per hour <p>These rates are subject to reasonable change based on wage inflation.</p>
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Schedule 4 Support Services

Item 1	Support Services Term	[Insert]																					
Item 2	Scope of Support Services	<p>The Support Services means the following services (to be provided during Business Hours), but excluding the services set out in Item 3 below:</p> <table border="1" data-bbox="501 607 1417 1688"> <thead> <tr> <th data-bbox="501 607 612 730"></th> <th data-bbox="612 607 1254 730">Support Service</th> <th data-bbox="1254 607 1417 730">Included (Yes / No)</th> </tr> </thead> <tbody> <tr> <td data-bbox="501 730 612 887">1.</td> <td data-bbox="612 730 1254 887">Reasonable technical input and support provided to the Licensee in respect of Vehicle charging.</td> <td data-bbox="1254 730 1417 887"></td> </tr> <tr> <td data-bbox="501 887 612 1043">3.</td> <td data-bbox="612 887 1254 1043">General advice in connection with the normal and intended use and operation of Software.</td> <td data-bbox="1254 887 1417 1043"></td> </tr> <tr> <td data-bbox="501 1043 612 1200">4.</td> <td data-bbox="612 1043 1254 1200">Provision of technical and general advice with normal and intended use of the Software.</td> <td data-bbox="1254 1043 1417 1200"></td> </tr> <tr> <td data-bbox="501 1200 612 1402">5.</td> <td data-bbox="612 1200 1254 1402">Provision of reasonable on-Site assistance in respect of any of the Support Services listed above where required by the Licensee.</td> <td data-bbox="1254 1200 1417 1402"></td> </tr> <tr> <td data-bbox="501 1402 612 1559">6.</td> <td data-bbox="612 1402 1254 1559">Provision of support for telecommunications network</td> <td data-bbox="1254 1402 1417 1559"></td> </tr> <tr> <td data-bbox="501 1559 612 1688">7.</td> <td data-bbox="612 1559 1254 1688">Provision of support for 3rd party telematics</td> <td data-bbox="1254 1559 1417 1688"></td> </tr> </tbody> </table>		Support Service	Included (Yes / No)	1.	Reasonable technical input and support provided to the Licensee in respect of Vehicle charging.		3.	General advice in connection with the normal and intended use and operation of Software.		4.	Provision of technical and general advice with normal and intended use of the Software.		5.	Provision of reasonable on-Site assistance in respect of any of the Support Services listed above where required by the Licensee.		6.	Provision of support for telecommunications network		7.	Provision of support for 3rd party telematics	
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7.	Provision of support for 3rd party telematics																						
Item 3	Exclusions	<p>The Support Services do not include:</p> <p>(d) any enhancement to the Solution, upgrades or new functionality specifically for the licensee; or</p>																					

	(e) training of the Licensee's Personnel.
Item 4 Rectification of Incidents	<p>If an Incident occurs, then subject to item 2 above, the Licensor must exercise commercially reasonable endeavors to:</p> <ul style="list-style-type: none"> (a) immediately minimize the impact and effect of the Incident (including notifying the Licensee of any workarounds that are available); and (b) rectify the Incident within a reasonable time (or such time as agreed with the Licensee).

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Schedule 5 Additional Services

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Signing page

Signed for and on behalf of Everergi LLC by:		

Signature of Authorized Signatory		

Full name (print)		

Date		

Signed for and on behalf of the party listed in Item 1 of the Contract Details		

Signature of Authorized Signatory		

Full name (print)		

Date		

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DRAFT

Annexure A Service Levels

Service	Uptime target	Measurement
BetterFleet Plan	95%	MTTR
BetterFleet Manage	99%	MTTR

Severity Level	Description	Target Response	Target Resolution*
1. Outage	SaaS server down	Immediate	3 hours
2. Critical	System malfunction with operational impact	Within 4 hours	2 days
3. Urgent	System malfunction without operational impact	Within 2 days	7 days
4. Important	Service performance issue reducing timeliness of system use	Within 3 days	Within 9 days

Phone Support: Business-Hours

ClickUp Support: 24/7 Support

Email Support: 24-Hours as per Section 3.2. of this agreement.

(* days refer to business days)