

Standard Terms and Conditions

1. DEFINITIONS

- i. **'Access Services'** shall have the meaning given in sub-clause 3.1;
- ii. **'Authorised Users'** shall mean the individuals entitled to access and use the Software in accordance with the Contract;
- iii. **'Authorised User Data'** shall mean the data input into the information fields of the Software by Authorised Users including but not limited to usernames, passwords, email addresses etc;
- iv. **'Contract'** shall mean the contract between TruckScience and the Customer for the purchase of the Access Services and/or Support Services in accordance with these terms and conditions and the Key Order Terms;
- v. **'Customer'** shall mean the person or organization who purchases or uses on a trial basis, the Access Services and/or Support Services from TruckScience;
- vi. **'Customer Data'** shall mean the data and other content uploaded remotely by the Customer to the Software;
- vii. **'Key Order Terms'** shall mean the agreed terms set out in the TruckScience proforma invoice or in the selected subscription package where the order is completed via the website or application;
- viii. **'Software'** shall mean the software (or any part thereof) detailed in the Key Order Terms;
- ix. **'Support Services'** shall mean the provision of telephonic and email support of the Software in English, further defined in clause 4, which is dependent on the Customer providing adequate information;
- x. **'Initial Term'** shall mean the agreed initial term of the Contract as set out in the Key Order Terms;
- xi. **'TruckScience'** shall mean TruckScience Limited, Company number 487420, Leeson Enterprise Centre, Altamount Street, Westport, Co. Mayo;
- xii. **'Usage Data'** shall mean data generated by the Customers and Authorised Users access and use of the Software in accordance with the Contract including but not limited to system log data and user input data.

2. EXCLUSIVE TERMS AND CONDITIONS

These standard terms and conditions apply to the Contract to the exclusion of any other terms the Customer seeks to impose or incorporate or which are implied by trade, custom practice, or course of dealing.

3. SOFTWARE ACCESS & USE

- 3.1 In consideration of the Customer's payment of the fees (as set out in the Key Order Terms), TruckScience hereby grants to the Customer, on and subject to the terms and conditions of the Contract, a non-exclusive, non-transferable, non-sub-licensable, revocable, personal licence for the Initial Term to allow only the Authorised Users to access the Software and to use the Software for its own internal business purposes in accordance with the Contract (the **"Access Services"**).
- 3.2 The Customer shall not, and shall procure that its employees and the Authorised Users shall:
 - i. not attempt to duplicate, modify, sub-licence, copy, distribute, market, lease, lend, commercially exploit, sell or give away any portion of the Software; or
 - ii. attempt to reverse compile, decompile, disassemble, reverse engineer or otherwise endeavour to reduce to human-perceivable form any of the Software or to discover or disclose the source code, methods and concepts embodied in the Software, except as may be allowed by any applicable law which is not capable of exclusion by agreement between the parties.
- 3.3 For billing and payment purposes, TruckScience may audit the level of usage by the Customer.
- 3.4 Third party software (if any) shall be licensed to the Customer on the third party supplier's standard terms and conditions which are available upon request.

4. SUPPORT SERVICES

- 4.1 Customer agrees that its requests for the Support Services are subject to fair usage.
- 4.2 Any supplemental software code or other information, data or enhancements provided as part of the Support Services shall be governed by this Contract.
- 4.3 Technical information provided by Customer as part of the Support Services may be used by TruckScience for any of its business purposes provided such use does not publicly identify Customer, unless otherwise agreed.

5. PAYMENT TERMS

Payment is due 30 days from the invoice date. If any sums payable are not fully paid within 30 days of invoice, TruckScience reserves the right, in addition to any of its other rights or remedies, to charge interest on such overdue sums on a day-to-day basis from the original due date until paid in full at a rate of 5% per annum and/or suspend the provision of the Access/Support Services on 5 days' prior written notice.

6. DATA

- 6.1 In the event of any loss or damage to Usage Data, the Customer's sole and exclusive remedy will be for TruckScience to use reasonable commercial efforts to restore the lost or damaged Usage Data from the latest back-up of such Usage Data, if any, maintained by TruckScience at no additional cost to the Customer save in the event that such loss or damage is due to or the negligence, fault, error, omission or act of the Customer or of its employees, staff, contractors, agents, representatives or Authorised Users which cost shall be borne solely by the Customer. To the maximum extent permitted by applicable law, TruckScience will not be responsible for any loss, destruction, alteration or disclosure of Usage Data caused by any third party (except those third parties sub-contracted by TruckScience to perform services related to Usage Data maintenance and back-up, if any).
- 6.2 TruckScience will be its own data controller in respect of Authorised User Data and the Usage Data which will be collected by TruckScience from Authorised Users. Any other personal data contained in Customer Data will only be processed by TruckScience subject to, and in accordance with, the Customer's instructions. TruckScience has no responsibility or liability in respect of whether the Customer's instructions are compliant with the Data Protection Acts 1988, 2003 and 2018 and/or any other applicable data protection legislation ("DPA") and the Customer hereby indemnifies TruckScience for any breach of the DPA. TruckScience will ensure that any personal data contained in Customer Data is protected by appropriate technological, administrative and organisational security measures.
- 6.3 It is recommended that the Customer keep its own back up copy of any important and/or valuable Customer Data, in whatever form. TruckScience will not be responsible for any loss, destruction, alteration or disclosure of Customer Data.
- 6.4 The Customer Data is supplied to TruckScience from the Customer, its agents and contractors and TruckScience accepts no responsibility in respect of the accuracy or otherwise of the Customer Data.

7. WARRANTY

- 7.1 TruckScience warrants that the Support Services shall be carried out with all due skill, care and diligence and by personnel who are appropriately experienced and qualified.
- 7.2 TruckScience does not warrant that the Software will perform error-free or uninterrupted or that TruckScience will correct all errors in the Software.

8. LIABILITY

- 8.1 TruckScience shall not be liable for the following types of loss or damage whatsoever or howsoever caused, whether such losses or damage were foreseen, foreseeable, known or otherwise: loss or damage consequent upon design, formula, specification or advice; loss of profits; loss of sales or opportunity; loss of anticipated savings; loss of contracts; loss of customers or damage to goodwill or reputation; loss of the use of any software, data, computer or other equipment; wasted management or other staff time; cost of substitute goods, services or technology; or special,

indirect, incidental or consequential loss or damages. For the purpose of this clause, the term "loss" means a partial loss or reduction in value as well as a complete or total loss and even if such loss or damage was reasonably foreseeable or TruckScience had been advised of the possibility of the Customer incurring the same.

8.2 TruckScience's maximum aggregate liability to the Customer for any damages is limited to the price paid by the Customer under the Contract for the previous twelve (12) month period.

9. IPR

Title, copyright and all other proprietary rights in the Software and the Access/Support Services and all parts and copies thereof shall remain vested in and be the absolute property of TruckScience. TruckScience shall own all copyright and all other intellectual property rights in any modifications or additions to the Software.

10. CUSTOMER OBLIGATIONS

10.1 The Customer shall:

- i. notify TruckScience immediately in writing if the Customer becomes aware of any unauthorised use of the whole or any part of the Software and/or Support Services by any third party;
- ii. comply with all applicable laws, regulations, rules and codes with respect to its activities under this Contract;
- iii. be responsible for the internet connection(s) and any other minimum software or hardware requirements specified by TruckScience from time to time required to access the Software. Inability to access the Software due to a failure of any internet connection is not the responsibility of TruckScience; and
- iv. provide TruckScience in good time with all useful and necessary data or information for a proper execution of the Contract and will provide all necessary cooperation;
- v. procure that all Customer Data and Authorised User Data is current and accurate.

10.2 The Customer represents and warrants that it is duly organised, validly existing and in good standing under the laws of its country or territory and has full power and authority to enter into, and carry on its business as intended by, the Contract.

10.3 The Customer acknowledges that the Access/Support Services are subject to TruckScience's Terms of Use, from time to time published, which are hereby incorporated into this Contract by reference.

11. TRAVEL EXPENSES

The Customer shall reimburse TruckScience for expenses in accordance with TruckScience's travel expense guidelines and for any out-of-pocket expenses associated with the travel and accommodation of TruckScience employees in support of the Contract, if required. TruckScience will obtain written permission before incurring expenditures.

12. TERMINATION & CONSEQUENCES

12.1 The Contract shall commence on the commencement date specified in the Key Order Terms and may be terminated by either party:

- i. By giving 30 days written notice in advance of the expiration of the Initial Term. Otherwise, the Contract shall be automatically renewed for successive periods of the Initial Term unless either party has given the other not less than 1 months written notice, such termination to take effect on the expiration of the renewed Initial Term.
- ii. On written notice if the other party is in material and persistent breach of the terms of the Contract and in the event of a breach capable of being remedied, fails to remedy the breach within 30 days of receipt of notice in writing.
- iii. On written notice if one party is unable to pay its debts or enters into compulsory or voluntary liquidation.

12.2 In the event of termination:

- i. the licence granted to Customer to access the Software under sub-clause 3.1 shall automatically terminate;
- ii. TruckScience shall immediately cease the provision of the Access/Support Services and the account will be deactivated; and
- iii. the Customer shall immediately pay in full all sums due to TruckScience up to the date of termination.

13. FORCE MAJEURE

Neither party shall be responsible to the other for an event which is outside the reasonable control of that party (the "Affected Party") and subject to the Affected Party demonstrating to the other Party that such is the case (a "Force Majeure Event"). Where a Force Majeure Event occurs, the Affected Party shall continue to use all commercial endeavours to remove the circumstances giving rise to the Force Majeure Event and shall continue to perform its obligations under the Contract which are not affected by the Force Majeure Event. If the Force Majeure Event continues for more than 3 month(s), any other Party shall be entitled by notice in writing to the Affected Party to terminate the Contract whereupon the Contract shall cease and be of no further force and effect.

14. CONFIDENTIAL INFORMATION

A party (Receiving Party) shall keep in strict confidence confidential information that is disclosed to the Receiving Party by the other party, its employees, agents, or subcontractors. The Receiving Party shall only disclose such confidential information to those of its employees, agents, or subcontractors who need to know the same for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents, or subcontractors shall keep such information confidential.

15. DATA PROTECTION

The Customer acknowledges that during the performance of the Contract, TruckScience may process the Customers personal information in relation to the Access Services and any additions recommended by Truckscience which the Customer may require. The Customer acknowledges that TruckScience may also process the Customers personal information where it has legitimate interests in doing so.

16. ASSIGNMENT

The Contract is personal to TruckScience and the Customer may not assign, novate, or otherwise transfer its rights or obligations under the Contract within the prior written consent of TruckScience.

17. PUBLICITY

The Customer shall grant TruckScience the right to produce case studies and other marketing and promotional materials based on the Access/Support Services provided by TruckScience to the Customer.

18. NON-SOLICITATION

It is agreed that neither TruckScience nor the Customer shall approach directly or indirectly employees of the other with offers of employment for the duration of the Contract and for a period of twelve months thereafter unless agreed in writing by both parties.

19. DISPUTE RESOLUTION

In the event of any dispute between the parties, the parties shall first each use its respective reasonable endeavours in good faith to resolve any such dispute by negotiation between the parties' nominated representatives and if the parties fail to resolve the dispute within 10 days of the dispute being referred to them, it shall be referred to an independently appointed mediator who shall consider the resolution of the dispute in a prompt and expeditious manner.

20. JURISDICTION

The Contract shall be subject to Irish law and the parties hereby agree to submit to the exclusive jurisdiction of the Irish courts.