

**RydeSmart® Services**  
**General Terms and Conditions**

These Terms of Service together with Schedule J form a legal contract between you and Ryder (the “**Agreement**”) that governs your use of RydeSmart (including *Standard*, *Plus* and *PlusOne* Service Plans) as well as any Data, Equipment, or Software made available to you by Ryder in connection with your use of RydeSmart (collectively the “**RydeSmart Services**”).

**1. DEFINITIONS.**

- A. “**Data**” shall mean any and all data collected, generated, compiled, arranged or developed by the Equipment or the Software.
- B. “**Equipment**” shall mean the telematic device that is installed in each Contract Vehicle, and, where applicable, a Mobile Data Terminal (“**MDT**”), which is required for *Plus* or *PlusOne* Service Plans.
- C. “**Materials**” shall mean the Software and the Equipment, as well as accompanying documentation, instructions and specifications and all directories, lists databases, label sets, reports and other materials supplied to Customer by or through Ryder relating to the RydeSmart Services.
- D. “**RydeSmart®**” is a full-featured GPS fleet location, tracking and vehicle performance management system.
- E. “**Service Plan**” means the *Standard*, *Plus* and *PlusOne* service offerings.
- F. “**Software**” shall mean the Internet-enabled fleet tracking and information system powered by a Provider and made available to you.
- G. “**Website**” shall mean [www.rydesmart.ryder.com](http://www.rydesmart.ryder.com).
- H. “**You**” or “**your**” shall refer to the Customer defined in the Schedule J.

**2. DESCRIPTION OF RYDESMART SERVICES; SERVICE PLANS.**

For each Contract Vehicle (as defined herein) listed on a Schedule J hereto (which is executed by both parties), Ryder shall provide RydeSmart Services, including but not limited to, the Materials necessary for your use of the RydeSmart Services. Ryder shall provide RydeSmart Services only for: (i) Ryder-owned vehicles that Ryder provides to Customer pursuant to a Truck Lease and Service Agreement or Vehicle Operating and Service Agreement; or (ii) Customer-owned vehicles that Ryder maintains pursuant to a maintenance agreement (and as to the categories above in (i) and (ii), they will hereinafter be referred to, respectively, as “**Contract Vehicle(s)**” and “**Vehicle Agreement(s)**”). Certain of the RydeSmart Services and Materials may be provided by third parties with whom Ryder has subcontracted and their sub-contractors (each a “**Provider**”).

**3. EQUIPMENT; SOFTWARE; OTHER REQUIREMENTS.**

- A. Customer agrees to provide access to the Contract Vehicle for purposes of installation, removal, maintenance, or repair of the Equipment during reasonable business hours. Customer will be responsible for care of the Equipment and shall return it in good condition upon termination or expiration of this Agreement, reasonable wear and tear excepted. The Customer agrees that the legal and beneficial ownership of the Equipment remains with Ryder or a Provider. Customer shall (i) not tamper with, misuse, neglect or disable the Equipment; (ii) have no right to buy the Equipment; and (iii) pay Ryder the Damage Fee identified on the applicable Schedule J for any loss or damage to the Equipment.
- B. To access RydeSmart Services, Customer will need to install or activate the Software and may be required from time to time to update the Software or to install other software provided by or through Ryder. Ryder shall have no liability to the Customer should it fail to upgrade the Software after having received notice of changes. Other than the Equipment and Software, Customer is responsible for providing at its own expense, all hardware, systems or software required for use of or access to the RydeSmart Services, including but not limited to fees and expenses for connection to the Internet.
- C. Text messages are limited to 191 characters per message. Ryder does not guarantee delivery of text messages.

**4. PAYMENT TERMS; TAXES; USAGE BILLING.**

- A. Customer shall pay all charges within ten (10) days from the date of Ryder’s invoice without deduction, setoff, recoupment or counterclaim.
- B. Customer agrees to pay all applicable taxes and assessments relating to RydeSmart Services or this Agreement (other than taxes based upon the net income of Ryder).
- C. Usage will be charged as specified on Schedule J. Data transport is billed in full-kilobyte increments, and actual transport is rounded up to the next full-kilobyte increment at the end of each data session for billing purposes.

**5. TERM; TERMINATION.**

- A. The term of this Agreement for the Equipment and RydeSmart Services for each Contract Vehicle, or its replacement Contract Vehicle, shall commence on the Start Date (as defined below). “**Start Date**” for the RydeSmart Services scheduled for a Contract Vehicle shall mean the date on which you receive notice from Ryder that RydeSmart Services for the Equipment, for the initial Contract Vehicle receiving such services, are available on the Website. If the Start Date is (i) prior to August 1, 2016, the term shall continue until termination or expiration of the term for that Contract Vehicle under the applicable Vehicle Agreement, or (ii) after August 1, 2016, the term shall continue for 36 months (each, as the case may be, the “**Initial Required Term**”). Customer shall have the right to transfer the RydeSmart Services from a Contract Vehicle to another Contract Vehicle to satisfy the Initial Required Term. Upon Customer’s request and Ryder’s consent, Ryder shall remove and install the Equipment in a new Contract Vehicle at Customer’s expense, and transfer the RydeSmart Services.
- B. Either party may terminate RydeSmart Services on any or all Contract Vehicles upon 90 days prior written notice to the other party. If the Initial Required Term in Paragraph 5A is not met during the term of the RydeSmart Services for a Contract Vehicle (or, if a

transfer of RydeSmart Services occurred, the consecutive terms of two or more Contract Vehicles), then Customer shall pay the Termination Fee on the latest Schedule J.

- C. Ryder may terminate this Agreement in whole or in part or suspend the provision of some or all of the RydeSmart Services upon written notice to Customer if Customer breaches the terms of this Agreement and fails to cure such breach within seven (7) days of written notice from Ryder. Such termination shall be without prejudice to any of Ryder's other rights or remedies under this Agreement, at law, or in equity. The Termination Fee on the latest Schedule J for a Contract Vehicle shall apply upon a termination pursuant to this Paragraph 5.C, and Customer shall be responsible for such charge pursuant to this Agreement.
- D. Upon termination by either party for any reason, Customer shall: (a) upon Ryder's reasonable request, grant Ryder access to any Contract Vehicle to remove the Equipment; (b) cease all further use of the RydeSmart Services and Materials; and (c) return to Ryder the Materials, documents, and any other materials (including copies thereof) that are the property of Ryder pursuant to this Agreement.

#### **6. SERVICE LEVEL CHANGES.**

- A. If Customer desires to change Service Plans, Customer and Ryder shall execute a Schedule J for such Contract Vehicle reflecting the change in Service Plans. No such change shall be effective unless and until a new Schedule J is executed and shall be governed by its terms.
- B. If Customer upgrades its Service Plan (*i.e.* from *Standard* to *Plus* or *PlusOne* or from *Plus* to *PlusOne*), Customer shall not incur a Termination Fee. If Customer downgrades its Service Plan (*i.e.* from *PlusOne* to *Plus* or *Standard* or from *Plus* to *Standard*), then Customer shall incur the Termination Fee listed on Schedule J for each Contract Vehicle affected by the service level change.
- C. "**Service Change Effective Date**" for each Contract Vehicle shall mean the date on which you receive notice from Ryder that the Service Plan has been changed on the Website.

#### **7. OWNERSHIP, USE OF MATERIALS; LICENSE.**

- A. The Data and the Materials and all intellectual property rights related thereto are and shall at all times during and after the term of this Agreement remain the property of Ryder or a Provider. Customer shall have no right or interest in the Data or the Materials other than as expressly set forth in this Agreement and this Agreement shall not be construed as granting Customer any right or license, whether by implication, estoppel or otherwise, except as expressly set forth herein.
- B. Ryder hereby grants to Customer a limited, non-exclusive, non-transferable license (the "**License**") to use the Data and the Materials solely for its own benefit for the purpose set forth in this Agreement and not for any other purpose and not for the benefit of any third party. The License shall include the right to use the Software on a computer, or terminal or workstation of a multi-user computer or network. Customer may not sublicense, assign, rent, lease or otherwise transfer or market the License, Data, or the Materials without Ryder's prior written approval. Further, the Customer may not derive or attempt to derive the source code or structure of all or any portion of the Software by reverse engineering, disassembly, decompilation, or any other means. The Customer may not decompile, disassemble, reverse engineer, port, translate, modify, copy, transfer, make derivative works of, or otherwise use the Software, except as expressly authorized by the Agreement. The Customer must take all reasonable steps to ensure it does not transmit worms or viruses or any code of a destructive nature that may affect the Software or Services or use the Software or Services for inappropriate and/or illegal purposes.
- C. Customer acknowledges and agrees that all Data and Materials are confidential and are intended exclusively for Customer's internal use. Customer shall not disclose the Data or the Materials to any third party, including Ryder's competitors, and will protect the confidential nature of the Data and the Materials, using such efforts as Customer uses to protect its own proprietary information, but in no event using less than a reasonable degree of care.
- D. The parties hereby agree to observe confidentiality with regard to any confidential or proprietary information of the other party ("**Confidential Information**") and not to intentionally disclose or otherwise intentionally permit any third party or entity access to such Confidential Information without Customer's prior written permission or unless otherwise required by law. Notwithstanding anything to the contrary contained herein, the receiving party is not obligated to hold confidential or protect any Confidential Information which: (i) is in the public domain through no wrongful act by the receiving party; (ii) is received from a third party without breach of any obligation under any agreement; (iii) is known by the receiving party prior to disclosure; or (iv) is developed independently by the receiving party without breaching this Agreement.
- E. All trademarks, service marks and trade names used on or in connection with RydeSmart Services are the property of their respective owners. You must respect the intellectual property rights of Ryder and our Providers. Except for material in the public domain, all material used in association with the RydeSmart Services is copyrighted, service marked, or trademarked.

#### **8. INDEMNIFICATION OBLIGATIONS.**

- A. Customer shall defend, indemnify and hold harmless Ryder, and its officers, directors, employees, agents and affiliates, from and against any and all claims, demands, regulatory inquiries and proceedings, costs, damages, liabilities, judgments and expenses, including fees, costs and expenses of counsel, ("**Claims**"), arising out of or relating to Customer's use of the RydeSmart Services, Customer's violation of this Agreement, or any agreement between Customer and a Provider relating to RydeSmart Services, except to the extent that such Claims result from Ryder's negligence, willful misconduct, or breach of this Agreement (or Claims for which Ryder is required to indemnify Customer pursuant to Paragraph 8.B below).
- B. Ryder shall indemnify, defend and hold harmless Customer, and its officers, directors, employees, agents and affiliates, from and against any and all Claims, arising out of or relating to Customer's valid use, pursuant to this Agreement, of the RydeSmart Services, except to the extent that such Claims result from Customer's negligence, willful misconduct or breach of this Agreement.
- C. Customer understands that the Data generated and maintained by the RydeSmart Services may include personal information of Customer's employees and independent contractors, and other individuals. Customer shall be solely responsible for complying with all applicable state, federal, and provincial privacy laws in connection with Customer's collection, use and disclosure of personal information generated and maintained in the course of Customer's use of the RydeSmart Services.
- D. Customer has no contractual relationship with Providers and Customer is not a third-party beneficiary of any agreement between Ryder and a Provider. Customer understands and agrees that Providers shall have no legal, equitable or other liability of any kind to

the Customer. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, subject the remainder of this Paragraph, Customer's exclusive remedy against Providers for any cause whatsoever, is limited to payment of damages in an amount not to exceed the amount paid by Customer for RydeSmart for the 2 month period preceding the date that such claim arose.

**9. LIMITATIONS OF LIABILITY; DISCLAIMER OF WARRANTIES; FORCE MAJEURE.**

- A. ALTHOUGH RYDER ENDEAVORS TO USE REASONABLE COMMERCIAL CARE WITH RESPECT TO PROVIDING RYDESMART SERVICES, RYDER AND ITS PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY ASPECT OF THE DATA OR THE MATERIALS (INCLUDING ANY PRODUCTS, WORK PRODUCT, OR OTHER MATERIALS PROVIDED AS PART THEREOF). RYDER AND ITS PROVIDERS DO NOT WARRANT THAT THE RYDESMART SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF SUCH SERVICES. ACCORDINGLY, RYDER NOR ITS PROVIDERS SHALL NOT IN ANY WAY BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR ANY INACCURACIES, ERRORS, OMISSIONS DELAYS, INTERRUPTIONS OR DEFAULTS, REGARDLESS OF CAUSE, WITH THE RYDESMART SERVICES OR WITH ANY DATA, PRODUCT, WORK PRODUCT OR SOFTWARE SUPPLIED BY RYDER OR ANY OF ITS PROVIDERS IN CONJUNCTION THEREWITH, OR CAUSED BY ANY MATERIALS USED IN CONNECTION THEREWITH. IN NO EVENT WILL EITHER PARTY OR RYDER'S PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL) RESULTING THEREFROM, REGARDLESS OF CAUSE AND REGARDLESS OF WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IF RYDER IS DEEMED LIABLE UNDER THIS AGREEMENT IN ANY MANNER, THEN SUCH LIABILITY, WHETHER ARISING FROM CONTRACT, TORT OR OTHERWISE SHALL, IN NO EVENT, EXCEED THE AMOUNT CUSTOMER HAS PAID HEREUNDER FOR THE RYDESMARTSERVICES.
- B. Ryder shall not be liable to Customer for any delay in performance or failure to perform caused directly or indirectly by fire, explosion, accident, flood, labor trouble, weather condition, any regulation, rule or act of any government or governmental agency, or the inability to obtain or shortage of suitable material, components, parts, equipment, machinery, fuel, power, communication facilities or transportation, act of God, armed conflicts, civil commotion or any other cause of like character beyond the reasonable control of Ryder.
- C. The Customer acknowledges that Rydesmart may contain inaccurate or incomplete mapping and road information or data related to traffic, speed, driver black spots, vehicle analytics, battery life and fuel due to changing circumstances, sources used and the nature of collecting the same.
- D. Customer acknowledges that RydeSmart may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, or other natural or artificial conditions that impair use of GPS and/or GPRS which may also be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission networks.

**10. NOTICE.** Ryder may from time to time modify these terms and post a copy of the amended Agreement on the Website. If you do not agree to (or cannot comply with) the Agreement as amended, your only remedy is to terminate the Agreement pursuant to Paragraph 5.B hereof. You will be deemed to have accepted the Terms of Service as amended if you continue to use the Service after any amendments are posted.

**11. MISCELLANEOUS.**

- A. For an Agreement with an American Customer, this Agreement will be governed by the laws of the State of Florida without regard to any conflicts of law. The parties agree that the exclusive venue for any such American action relating to this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, Florida. For an Agreement with a Canadian Customer, this Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, at the time of this Agreement, without regard to any conflicts of law provision. The parties agree that the exclusive venue for any such Canadian action relating to this Agreement shall be in a court of competent jurisdiction in Mississauga, Ontario.
- B. Customer shall comply with all laws applicable to this Agreement or to the RydeSmart Services.
- C. Customer may not assign this Agreement without obtaining Ryder's prior written consent. Any such assignment shall be voidable at Ryder's option.
- D. This Agreement contains the entire understanding with respect to the subject matter hereof and no force or effect shall be given to any oral or prior written statements or representations not contained herein. This Agreement may not be amended except as agreed upon by both parties in writing.
- E. Each paragraph and provision of this Agreement is severable from the Agreement and if one provision or part is declared invalid, the remaining provisions or parts shall nevertheless remain in full force and effect.
- F. You are responsible for maintaining the secrecy of your passwords and any account information.
- G. The provisions of Paragraphs 7, 8, 9, 10 and 11 shall survive the termination of this Agreement.