

ROUSE™ FLEET MANAGER

1. COMPOSITION

- 1.1 **Defined Terms.** Capitalized terms used but not defined in these Terms of Use will have the meaning given or as specified in Section 12.
- 1.2 **Scope.** Fleet Manager is made available to You in accordance with the RFM Agreement which governs Your Registered Users' access to, use of, and receipt of Services.
- 1.3 **General.** To access and use the Services, You must create an Account with Us and have in place a Service Agreement. You may commence using the Services once a mutually agreed start date is established.

2. FLEET MANAGER SERVICE

- 2.1 **Access and account setup.** So long as You comply with these Terms of Use, You may access and use Fleet Manager for Your own business purposes on a non-exclusive basis for the duration specified in your Service Agreement. You will provide accurate, current and complete information when creating Your Account and activating Registered User permissions and keep all Registered User login credentials confidential. Credentials are unique to each Registered User and may not be shared.
- 2.2 **Registered User security.** You are responsible for designating each Registered User's rights and permissions. You are also responsible for implementing, maintaining and following internal controls directed at protecting Registered User credentials from misuse. You will notify Us without undue delay upon discovering any suspected unauthorized access to, misuse of, or breach of security in relation to Fleet Manager or Registered Users' accounts and will cooperate with Us to investigate and remediate the situation.
- 2.3 **Pre- and beta releases.** You understand that any right to use or test pre-release or beta versions or features We make available may be revoked at any time and for any reason at Our sole discretion, without any liability. You understand such versions and features are provided "as-is" and are under development, may be inoperable or incomplete and likely contain bugs and errors. We make no promises any features will become generally available. All information regarding the characteristics, functionality or performance of any such versions or features constitutes Our Confidential Information. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, OBLIGATIONS OR LIABILITIES WITH RESPECT TO THESE VERSIONS OR FEATURES.
- 2.4 **Setup and support.** We will use commercially reasonable efforts to assist in the configuration and implementation of Fleet Manager for Your Registered Users, as well as provide Registered Users with ongoing technical support, all in accordance with our standard onboarding and support policies.
- 2.5 **Acceptable use.** You and Your use of the Services (including use by Your Registered Users) must comply with Our Acceptable Use Policy. In addition to compliance with the restrictions set forth in the Acceptable Use Policy, as a condition of access to Data Insights, You will, and will ensure Your Registered Users, do not:
(a) sell, license, sublicense, exploit, redistribute or permit the use of Data Insights, or derivative works therefrom, for the benefit of any other person or entity; (b) disclose, display or disseminate any Data Insights in whole or in part, or any

TERMS OF USE

derivative work therefrom, in public, including but not limited to conferences, trade shows or any other external group event or forum; (c) use Data Insights to perform or support a formal equipment appraisal, or (d) use any robot, spider or other manual or automatic device or technique to extract, "scrape", collect, retrieve, index, mine, copy or otherwise reproduce or store information or content available in Fleet Manager, other than by use of functionality made available by Us therein.

- 2.6 **Security.** Without limiting Your obligations in Section 2.3, We will maintain and follow reasonable and appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Fleet Manager, Data Insights, Account Information and Customer Data. If We become aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data or Account Information, We will notify You without undue delay. We will take those steps We deem necessary and reasonable to investigate and remediate the cause or other circumstances that led to the incident. We will provide assistance reasonably requested by You with respect to Your investigation and response to such an incident.
- 2.7 **Personal Data.** We and You will comply with all applicable Data Protection Laws and Regulations with respect to any Personal Data processed in connection with Your use of the Services. Account Information of Registered Users is Processed by Us in accordance with Our Privacy Notice and You consent to such usage.
- 2.8 **Service modifications.** The method and means of operating the Services are under Our exclusive control and management. We may change or discontinue Services or a part thereof from time to time without any notice or liability to You. However, We will use commercially reasonable efforts to provide You with at least sixty (60) days' notice before the availability of Services or a part thereof is discontinued and will not be replaced with substantially similar or improved features and functions. Your sole remedy is to cease use of the Services and the termination of the RFM Agreement.

3. PROFESSIONAL AND OTHER SERVICES

- 3.1 **Professional Services.** You may request, and We may agree, subject to Our reasonable scheduling and availability, to provide Professional Services to You from time to time on the terms set out in a Statement of Work. Any such Professional Services will be provided at Our then-current consulting rates unless an alternative arrangement is agreed to in writing by the parties and included in a Statement of Work. Any estimates, timeframes or quotes provided by Us are subject to adjustment based on changes in scope or the required level of effort, delays in Your making available personnel or performing Your responsibilities, the user acceptance testing and validation process, and other circumstances outside of Our reasonable control. Deliverables, and all Intellectual Property Rights contained therein, produced by Us will be owned by Us. We grant You a non-exclusive, royalty-free, transferable and sub-licensable (in each case, in accordance with these Terms of Use) license to use and disclose the deliverables as reasonably necessary for You to exercise Your rights under these Terms of Use. To the extent any of the deliverables contain Your

Materials, such material will remain Your exclusive property and will be accessed, used and disclosed by Us only in accordance with Our rights and to perform Our obligations under the RFM Agreement.

- 3.2 **Data Insights.** In order to provide You with certain Data Insights as part of the Services, We work with Our own data, data we acquire or license from third parties, and Your Customer Data (such as equipment data stored in the Fleet Manager and other data collected from You pursuant to a data request or data integration authorized by You). You hereby acknowledge and agree that We may use, transform, analyze, model, train Our algorithms, display, disseminate, and combine with other datasets, such data and any output from Our work, in perpetuity, for purposes of Our understanding the market for, and management of, used equipment and to provide services to Our customers (including You), provided that the services only make available aggregated, anonymized or deidentified data, and do not and shall not identify, or be directly attributable to You or any Registered User.

4. PROPRIETARY RIGHTS

- 4.1 **Our Materials.** All right, title and interest in and to RFM Materials, including all Intellectual Property Rights therein, is and will remain with Us or Our applicable Affiliates or licensors. You acknowledge and agree that You have no right, license or authorization with respect to any RFM Materials (including any Intellectual Property Rights therein) except as expressly set forth in Sections 2.1, 3.1 and 3.2. We expressly reserve all other rights in and to RFM Materials.
- 4.2 **Your Materials.** All Your Materials are and will be, as between Us and You, Your property. Subject to the rights granted under this Section and Section 3.2, We acquire no right, title or interest from You or Your licensors in or to any of Your Materials. You are responsible for the accuracy, integrity, legality, reliability, and appropriateness of all Your Materials. We and Our Affiliates will only Process Your Materials as permitted by your Registered Users' permission settings available in Fleet Manager or this RFM Agreement for the purposes of providing, maintaining, improving and securing the Services. You hereby grant Us and Our Affiliates a non-exclusive, worldwide, royalty-free, sub-licensable right to do so.
- 4.3 **Feedback.** You also grant Us a worldwide, transferable, sublicensable, irrevocable and perpetual license to use, and incorporate into the Services, without any obligation to compensate You in any way, any suggestions, enhancement requests, recommendations or other feedback provided by You and Your agents relating to the Services.
- 4.4 **Service Attributes.** We prepare and use Service Attributes in accordance with applicable law for the purposes of billing, account administration, system security and benchmarking, and improvement of our products and services. We may freely use such Service Attributes at Our own risk. We will not publicly disclose any Service Attributes if it would reveal Your identity or the identity of any Registered Users.
- 4.5 **Mobile and Integration Applications.** We may make available mobile and integration applications to You for use by Registered Users as part of Fleet Manager. We grant You a non-transferable, non-sublicensable, limited, revocable (upon suspension of Your Account) license for Registered Users to install and use these related mobile and integration applications solely as part of Your authorized use of Fleet Manager for the

duration of Your Service Agreement. The mobile and integration applications are licensed and not sold. By installing any mobile apps, You and Registered Users consent to the installation of the mobile application and any future updates. You and Your Registered Users may withdraw consent at any time by uninstalling the mobile application.

5. DISCLAIMER

- 5.1 **Disclaimer.** WE USE COMMERCIALY REASONABLE EFFORTS, AT NO CHARGE TO YOU, TO MAINTAIN THE AVAILABILITY OF FLEET MANAGER AND CORRECT ANY REPORTED AND REPEATABLE ERRORS IN THE SERVICE. NOTWITHSTANDING THE FOREGOING, GIVEN THAT FLEET MANAGER IS AVAILABLE TO YOU AT NO COST, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SERVICES, DATA INSIGHTS, OR ANY THIRD-PARTY INTEGRATIONS. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING THOSE IN RELATION TO MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY, UNINTERRUPTED OR ERROR-FREE OPERATION OR AVAILABILITY, ACCURACY, SECURITY, LOSS OR CORRUPTION OF DATA, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE HAVE BEEN INFORMED OF SUCH PURPOSE) AND ANY OTHER WARRANTIES OR REPRESENTATIONS ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE SERVICES, DATA INSIGHTS, OR ANY THIRD-PARTY INTEGRATIONS.
- 5.2 **No Specific Results.** YOU ASSUME SOLE RESPONSIBILITY FOR: (A) DETERMINING THAT THE SERVICES MEET YOUR REQUIREMENTS, AND (B) THE DESIRED RESULTS OBTAINED FROM USING THE DATA INSIGHTS. WE MAKE NO GUARANTEES THAT ANYONE WILL ACTUALLY REALIZE ANY PARTICULAR VALUE OR FINANCIAL RESULT ON THE PURCHASE, SALE, FINANCING, LEASE OR TRADE OF ANY ASSET WHEN BASING SUCH DECISIONS ON INFORMATION RECEIVED OR DERIVED FROM ANY DATA INSIGHTS. DATA INSIGHTS ARE NOT EQUIVALENT TO AN APPRAISAL AND CANNOT BE USED FOR ANY UNDERWRITING OF FINANCIAL INSTRUMENTS OR FOR ANY REPORTING PURPOSES.

6. INDEMNIFICATION

- 6.1 **Indemnification of You by Us.** We will defend You at Our expense, against any claims, demands, suits or proceedings ("Claims") made or brought against You by a third party alleging that the use of Services as contemplated hereunder infringes any third party's patent, copyright or trademark or misappropriates such third party's trade secrets. We will indemnify You against any damages and costs (including reasonable attorneys' fees) finally awarded against You by a court of competent jurisdiction or agreed to in a written settlement agreement approved by Us, in connection with such Claims; provided that, upon receiving notice of a Claim, You will: (a) give Us prompt written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle or defend any Claim unless it unconditionally releases You of all liability); and (c) provide to Us, at Our cost, all reasonable assistance in the defense or settlement of such Claim. Our indemnification obligation shall be offset or reduced to the extent Our ability to defend or settle a claim is prejudiced by Your failure to comply with the preceding sentence. We will have no indemnification or defense

obligation for allegations arising from: (i) the combination of Services with any of products, services, hardware, data or business processes not provided by Us or Our Affiliates, but solely to the extent the alleged infringement is caused by such combination; or (ii) Your unauthorized use of the Services. If Services are held or likely to be held infringing or in violation of applicable laws, We shall have the option, at Our expense to (A) replace or modify the same as appropriate, (B) obtain a license for You to continue using the same, or (C) terminate the Services and refund any prepaid, unused fees applicable to the remaining portion of the applicable term following the effective date of termination.

- 6.2 **Indemnification of Us by You.** You will defend and indemnify Us from and against any and all Claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from: (a) Your or Your Registered Users' use of the Services in violation of the RFM Agreement; and (b) the nature and content of Your Materials processed by Fleet Manager; provided that, upon receiving notice of any such Claim, We will: (i) give You prompt written notice of the Claim; (ii) give You sole control of the defense and settlement of the Claim (provided that You may not settle or defend any Claim unless it unconditionally releases Us of all liability); and (iii) provide to You, at Your cost, all reasonable assistance in the defense or settlement of such Claim. Your indemnification obligation shall be offset or reduced to the extent Your ability to defend or settle a Claim is prejudiced by Our failure to comply with the preceding sentence.

7. LIMITATIONS OF LIABILITIES AND REMEDIES

- 7.1 **Limitation of Liability.** IN NO EVENT WILL WE BE LIABLE UNDER CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, AGGRAVATED, PUNITIVE OR SPECIAL LOSSES OR DAMAGES UNDER OR IN CONNECTION WITH THE RFM AGREEMENT OR ITS SUBJECT MATTER, INCLUDING FOR ANY LOSSES OR DAMAGES RESULTING FROM LOSS OF BUSINESS, LOSS OF PROFITS, SAVINGS OR REVENUE, LOSS OR IMPAIRMENT OF USE, USE OF SUBSTITUTED PRODUCTS OR SERVICES, LOSS OF OR DAMAGE TO DATA, OR DAMAGES FOR OTHER LOST INCOME, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE NOT SATISFIED WITH THE SERVICES FOR ANY REASON, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES. IN THE EVENT THAT NOTWITHSTANDING THE FOREGOING, WE ARE HELD LIABLE TO YOU, THEN OUR AGGREGATE LIABILITY IN CONNECTION WITH THE SERVICES AND THE RFM AGREEMENT WILL NOT EXCEED US\$1,000.00. THIS SECTION WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR CLAIM, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. TERM

- 8.1 **Ending of the Service Agreement.** Subject to a separate written arrangement with Us, if you no longer have an active Service Agreement in force, the RFM Agreement will automatically terminate and Registered Users must cease using the Services and uninstall all copies of the mobile applications made available as part of the service. No termination will relieve either party from any obligation or liability that accrued under the RFM

Agreement to the date thereof, or from the performance of its obligations under the RFM Agreement to the date thereof.

- 8.2 **Return of Customer Data.** Within 60 days of the termination of the RFM Agreement, on request by You, We will make available to You a copy of the Customer Data held in Fleet Manager as of the date of termination in a format mutually agreed to by the parties in accordance with Our standard offboarding practices. After such 60-day period, We will have no obligation to You or Your nominee to maintain or to provide any Customer Data and will remove the same from our production systems. Notwithstanding the foregoing, We may retain certain Customer Data for as long as required after termination for purposes of meeting Our regulatory and tax obligations, legal reasons and to maintain the integrity of the Data Insights, provided we continue to only Process it in accordance with this RFM Agreement.

- 8.3 **Survival.** Notwithstanding termination of the RFM Agreement for any reason, the provisions of Sections 1, 2.3, 2.5, 3.2, and 4 to 12 will survive termination of the RFM Agreement, together with any other provisions of the RFM Agreement which, expressly or by their nature, survive termination.

9. DISPUTE RESOLUTION

- 9.1 **Notification and escalation of dispute.** Should a dispute arise between the parties in relation to the RFM Agreement, the aggrieved party must provide written notification of the problem to the other. Both parties shall then use all reasonable endeavors to resolve the dispute within fourteen (14) calendar days. Should the problem remain unresolved then both parties will escalate the dispute to senior management and will use all reasonable endeavors to resolve the dispute within a further twenty-one (21) calendar days.

- 9.2 **Legal fees.** The prevailing party in any dispute resolution procedure to enforce the RFM Agreement will be entitled to recover its reasonable legal fees and other expenses incurred in bringing such proceeding.

- 9.3 **Suspending Access.** You are responsible for all activities of Your Registered Users under Your Account regardless of whether those activities were authorized by You unless such activities were caused by Our breach of the RFM Agreement. Any use of Fleet Manager in violation of these Terms of Use by Your Registered Users may result in suspension of access to the Services until the matter is resolved. We will use reasonable efforts to provide advance notice of suspensions when practicable and an opportunity to remedy the violation or threat prior to any such suspension, but if We determine that there is a danger to the operation of the Services or other users, We may suspend access immediately without notice. We have no liability to You for any suspension described in this Section.

10. INTERPRETATION

- 10.1 **Headings.** The headings of Sections and subsections in these Terms of Use are for convenience of reference only and will not affect the construction of the Terms of Use. Whenever the singular or neuter is used in these Terms of Use, it will be construed to include the plural or body corporate where the context requires. The words "include" or "including" will not be construed as words of limitation.

- 10.2 **Severability.** Each provision of the RFM Agreement is severable. If any provision of the RFM Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, then the illegality,

invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of the RFM Agreement or the legality, validity or enforceability of that provision in any other jurisdiction.

10.3 **Entire agreement.** The RFM Agreement incorporates the Acceptable Use Policy by reference and constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior letters of intent, agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, express or implied, statutory or otherwise. For clarity the RFM Agreement is in addition to Your Service Agreement.

10.4 **Governing law.** The Rouse contracting entity, governing law of this RFM Agreement and the exclusive venue for disputes will be determined as follows:

10.4.1 If You are domiciled in Canada, Rouse Services Canada Ltd., governed by British Columbia and controlling Canadian federal law, in the courts of Vancouver.

10.4.2 If You are domiciled anywhere else, Rouse Sales, LLC, governed by California state law, in the courts of Los Angeles County.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the RFM Agreement. The parties irrevocably waive any right to demand trial by jury.

11. GENERAL

11.1 **Export Restrictions.** Fleet Manager may be subject to export laws and regulations of the United States and other jurisdictions. You will not permit any User to access or use any Services in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation and that of any other jurisdiction applicable to Your business operations.

11.2 **Notices.** Any notice permitted or required under the RFM Agreement must be in writing. Any such notice will be deemed delivered: (a) on the day of delivery in person; (b) one day after deposit with an overnight courier, fully prepaid; (c) on the date sent by facsimile transmission; or (d) on the date sent by e-mail, if confirmed by first-class mail, properly posted, or by facsimile transmission; to, in Our case, 8383 Wilshire Boulevard, Suite 900, Beverly Hills, CA 90211, attn: Account Management, facsimile +1.402.421.1738, with a copy to: Legal Affairs at legal@ritchiebros.com, and, in Your case, to the address set forth in the Service Agreement, or at such other reasonable address or fax number at which personal delivery may be effected of which a party may from time to time advise.

11.3 **Use of Logo.** If You provide it to Us, You agree that We will have the right to use Your name and logo in connection with Fleet Manager for display within your Account and on reports generated or accessed by Registered Users via Fleet Manager. We may use Your name in our advertised client lists but will seek Your prior written consent for any other promotional uses of Your name and logo.

11.4 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that

a party may assign to (a) an Affiliate, provided that such Affiliate has sufficient resources to perform the assignor's obligations under the RFM Agreement, or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of a party's assets provided the assignee has agreed to be bound by all of the terms of the RFM Agreement. Any attempt by a party to assign its rights or obligations under the RFM Agreement in breach of this Section 11.4 shall be void and of no effect. Subject to the foregoing, the RFM Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.5 **Subcontracting by Us.** We may engage Our Affiliates and third parties to operate, maintain and audit the Services, provided that all such persons abide by the provisions of the RFM Agreement and any breach of a provision by them will be deemed a breach by Us and Our responsibility.

11.6 **Amendment.** We may amend the RFM Agreement at any time by providing You written notice (including by sending a message to the email address then associated with Your Account) or by posting the modified terms in Fleet Manager or on Our website provided that if the amendment materially changes Your rights or obligations, the amendment will not take effect until the next renewal of Your Service Agreement and will automatically apply as of the renewal date unless You elect not to renew as set out in the Service Agreement.

11.7 **Waiver.** No indulgence or forbearance by either party will constitute a waiver unless the waiver is expressed in writing and signed by the party granting the waiver, in which case the waiver will be effective only in the specific instance and for the specific purpose for which it is given.

11.8 **Federal Government end use provisions.** If Fleet Manager is provided for end use by an agency, department or other entity of the United States Government, then they are provided solely as follows: Fleet Manager, including related software and technology, are "Commercial Items" as that term is defined in FAR 2.101. As such, government technical data and software rights related to Fleet Manager include only those rights customarily provided to the commercial marketplace as specified in the RFM Agreement. This customary commercial license is provided in accordance with FAR § 12.211 (Technical Data) and FAR § 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under the RFM Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum to the RFM Agreement specifically granting those.

12. DEFINITIONS

"**Acceptable Use Policy**" means the policy available at <https://www.rouseservices/legal-resources/> (or any successor or related locations designated by Us), as may be updated from time to time.

"**Account**" means Your account in Our hosted environment configured to enable Registered Users to access and use Fleet Manager.

"**Account Information**" means information about You and Your Registered Users provided to Us in the creation or administration of Your Account. For example. Account Information includes names,

usernames, phone numbers, email addresses and other contact information associated with an Account.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Customer Data” means all text, images, video and other content transmitted by or for You for storage in Fleet Manager and reports or proposals generated by You in Fleet Manager. Customer Data does not include Account Information or RFM Materials. Examples of Customer Data include Your equipment inventory, photos, condition descriptions, availability and status, and remarketing activity.

“Data Insights” means equipment pricing and related insights, trends and other analyses made accessible to You in Fleet Manager.

“Fleet Manager” means (i) the cloud-based fleet management application (available at the domain designated by Us), (ii) related application programming interfaces (APIs), (iii) related mobile applications, and (iv) related data integration tools. For clarity, Fleet Manager does not include products or services offered under other terms and conditions, such as, Our Affiliates’ equipment disposition or listing services available through the workflow management functionality of Fleet Manager.

“Intellectual Property Rights” means any and all intellectual property rights, including, patents, copyrights, moral rights, trade secrets, trademarks, service marks, inventions, design rights and any other proprietary rights provided under applicable law in respect of intellectual property.

“Privacy Notice” means the privacy statement applicable to the Services, as updated from time to time, available at <https://www.rouseservices.com/privacy-policy/> (or any successor or related locations designated by Us).

“Process” means any operation or set of operations, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Product Specific Terms” means any terms, rights and restrictions for a particular Service located at <https://www.rouseservices.com/legal-resources/> (or any successor or related locations designated by Us), as may be updated from time to time.

“Professional Services” means any or all of the following services provided by Us to You that are related to Fleet Manager: general consultancy; project management services; data migration; data enhancement, development of software; scheduled training; production of documents or related materials; or any other time-based activity. For clarity, Professional Services exclude any equipment disposition services or other equipment related services.

“RFM Agreement” means these Terms of Use, the Product Specific Terms, any Statements of Work, and any other terms or document attaching, or incorporated by reference into, the foregoing, each as amended from time to time in accordance with their terms.

“RFM Materials” means: (a) Fleet Manager including any object code and source code of the foregoing; (b) Data Insights; (c) Service Attributes; (d) the design and formatting of equipment inspection reports produced by Us or Our Affiliates, (f) intellectual property and other materials owned or developed by or licensed to Us or any of Our

Affiliates, except Your Materials licensed to Us pursuant to Section 4.2; and (g) all derivative works and modifications of the foregoing.

“Registered Users” means Your employees who will interact with Fleet Manager on Your behalf, who are authorized by You to access and use Fleet Manager, and to whom a unique user ID and password has been supplied.

“Service Agreement” means: (i) Your term contract with Us for Fleet Manager and Our Affiliate(s) for equipment disposition services; (ii) Your subscription order with Us for Fleet Manager and Our Affiliate(s) for equipment listing services; or (iii) Your Service Order.

“Services” means Fleet Manager, Professional Services, any configuration, implementation and support for Fleet Manager, and any other services described in a Service Order. For clarity, Services exclude any equipment disposition or listing services that are described in Your Service Agreement.

“Service Attributes” means Fleet Manager usage data and analytics related to account activity, such as metadata, security and access permissions, and other aggregated or deidentified data derived from the provision of Services, including the number of records stored, the number and types of equipment, transactions initiated, configurations and reports processed by Fleet Manager.

“Service Order” means the ordering document between You and Us for Fleet Manager and, if applicable, other Rouse Sales services.

“Statement of Work” means a form of mutually agreed ordering document specifying the Professional Services to be delivered by Us.

“We”, “Our” or “Us” means, unless otherwise explicitly set out in the Service Agreement, the Rouse entity described in Section 10.4.

“You” or “Your” means the customer entity executing the Service Agreement as the “Seller” or “Client”.

“Your Materials” means: (a) Customer Data; and (b) all intellectual property (including trade names, trademarks, and service marks) owned by or licensed to You or developed independently of the RFM Agreement by You or on Your behalf.