



FULEMAN MAINTENANCE PROGRAM ADDENDUM TO CARD PROGRAM TERMS AND CONDITIONS

Summary of Rates, Fees, and Other Costs

Important Note: Please review this entire addendum so that you are fully informed about your terms and conditions. We may change the rates, fees, and terms summarized herein at any time by giving you written notice of such changes.	
Category	Program Fees
Fuelman Maintenance Program, powered by CarAdvise	<ul style="list-style-type: none"> • \$2.99 per card per month • Included for no extra charge in <u>Plus</u> and <u>Premium</u> Packages

Fuelman Maintenance Program Terms and Conditions

1 **Scope.** These Fuelman Maintenance Program Terms and Conditions apply only to the Fuelman Maintenance Program feature (the “Program”) and do not amend or otherwise modify the Terms and Conditions that otherwise apply to your Account or Cards.

2 **Services.**

2.1 The Fuelman Maintenance Program service is provided by FLEETCOR and is powered by CarAdvise, a third-party service provider. Subject to these terms and conditions, we will exercise commercially reasonable efforts to provide you with access to, and you are hereby permitted to use, the Fuelman Maintenance service. The Fuelman Maintenance service is subject to modification from time to time at our sole discretion, for any purpose we deem reasonably appropriate.

3 **Fees.**

3.1 We will charge you \$2.99 per card per month. Included for no additional charge in Plus and Premium Packages

4 **Disclaimer of Warranties.** FLEETCOR HEREBY DISCLAIMS ALL WARRANTIES REGARDING THE FUELMAN MAINTENANCE PROGRAM, BOTH EXPRESS AND IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE FUELMAN MAINTENANCE PROGRAM AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE FUELMAN MAINTENANCE PROGRAM TO MEET YOUR REQUIREMENTS.

5 **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES, AND OUR THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY BUSINESS INTERRUPTION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS, OR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (A) ANY CHANGES WHICH WE MAY MAKE TO THE PROGRAM, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE PROGRAM (OR ANY FEATURES WITHIN THE PROGRAM); (B) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE PROGRAM; (C) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR (D) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE LIMITATIONS ON OUR LIABILITY TO YOU AS DESCRIBED IN THIS SECTION SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

6 **Indemnification by Customer.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY PROVIDERS OF INFORMATION OR SERVICES FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS’ FEES, RESULTING FROM ANY VIOLATION OF THE TERMS OF THIS AGREEMENT BY YOU, OR FROM YOUR VIOLATION OF APPLICABLE LAWS, RULES OR REGULATIONS. IN THE EVENT THAT WE ARE SUBJECT TO ANY CLAIM FOR WHICH WE HAVE THE RIGHT TO BE INDEMNIFIED BY YOU, WE WILL HAVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY SUCH CLAIM, AND YOU WILL NOT IN ANY EVENT SETTLE ANY CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT.

7 **Your Passwords and Account Security.** You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Fuelman Maintenance service customer portal

or website. Accordingly, you agree that you will be solely responsible to us for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately.

8 **Confidential Information.** During your time as a customer of the Fuelman Maintenance Program, certain proprietary information of FLEETCOR or our third-party service provider(s) may become available to you as part of your use of the Program. You agree that all code, inventions, know-how, business, technical, financial and other information you may obtain from FLEETCOR or its third-party service provider constitutes the confidential property of the disclosing party (the “**Confidential Information**”), provided that it is or was identified as confidential at the time of disclosure or should be reasonably known by you to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. All information relating to the performance of the Fuelman Maintenance service, and all Data Analytics provided by the Fuelman Maintenance service, shall be deemed to be the Confidential Information of FLEETCOR and its third-party service provider(s). Except as expressly authorized herein, you will hold in confidence and not use or disclose any Confidential Information. Although certain information accessed through the Fuelman Maintenance service constitutes Confidential Information, you are authorized to disclose such information to your employees, accountants, and attorneys with a need for such information. Your nondisclosure obligation shall not apply to information that you can document: (a) is or has become generally available to the public other than through a violation of this Section by you; (b) is or was obtained by the you from a third party without, to your knowledge, breach of any confidentiality obligation to the disclosing party; (c) is independently developed by your employees or contractors who had no access to such information; or (d) is required to be disclosed pursuant to a law or court order (but only to the minimum extent required to comply with such regulation, Law or order and with advance notice to the disclosing party). You shall be responsible for any violation of your obligations in this Section by your employees and contractors.

9 **Termination of Relationship.** These Fuelman Maintenance Program Terms and Conditions will continue to apply until terminated by either you or us as set out below.

9.1 If you want to terminate your participation in the Program, you may do so, with or without cause, by calling Customer Service at 1-800-877-0800. Any such change will be effective by Midnight EST on the day the request is made.

9.2 We may at any time terminate your participation in the Program or the Program itself with or without cause (and for any or no reason). We may also terminate your participation in the Program if, among other reasons: (i) you have breached any provision of these Fuelman Maintenance Program Terms and Conditions (or have acted in manner which clearly shows that you do not intend, or are unable, to comply with the provisions of these Fuelman Maintenance Program Terms and Conditions); (ii) we are required to do so by law (for example, where the provision of the Program to you is, or becomes, unlawful); or (iii) the provision of the Program to you by us is, in our opinion, no longer commercially viable.

9.3 When these Fuelman Maintenance Program Terms and Conditions terminate, such termination does not retroactively affect the legal rights, obligations, or liabilities of the parties.

10 **Notices.** For purposes of our notification obligations under these Fuelman Maintenance Program Terms and Conditions, you expressly agree that we may notify you by email using the most recent email address we have on file for you.

11 **Miscellaneous.** No waiver of any breach of any provision of these Fuelman Maintenance Program Terms and Conditions or of any agreement with us will constitute a waiver of any prior, concurrent, or subsequent breach of the same or other provisions. All waivers must be in writing. If any court of competent jurisdiction finds any part or provision of these Fuelman Maintenance Program Terms and Conditions or of any other agreement between you and us to be invalid or unenforceable, such findings will have no effect on any other part or provision of these Fuelman Maintenance Program Terms and Conditions or any other agreement between you and us. We are not responsible for delay or failure to perform due to causes beyond our reasonable control. These Program Terms and Conditions, together with the Terms and Conditions that otherwise apply to your Account and Cards, constitute the whole legal agreement between you and us and govern your use of the Program (but excluding any services which we may provide to you under a separate written agreement).