

Fleetio Manage - Enterprise

Software Subscription Agreement

Customer

Account Legal Name: City of Salinas

Billing Street:

Billing City: Salinas

Billing State: CA

Billing ZIP:

Billing Country:

Contact Name: Ronald Patterson

Phone:

Email Address: ronaldp@ci.salinas.ca.us

Billing Email:

Company

Rarestep, Inc. d/b/a Fleetio
Attn: Legal Department
1900 2nd Avenue North, Suite 300
Birmingham, AL 35203
legal@fleetio.com

Effective Date	
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This agreement (the “**Agreement**”) is entered into by and between Rarestep, Inc., d/b/a Fleetio (the “**Company**”) and City of Salinas (the “**Customer**”) as of the Effective Date set forth above. In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Customer agree as follows:

1. Services Provided To Customer

Company will provide the following services (collectively, “Services”):

a. License: Company shall grant Customer a nonexclusive, non transferable license for an unlimited number of users during the term of this Agreement for the use of **Fleetio Manage**, a fleet management platform for managing Customer’s assets. Fleetio Manage shall be configured as described below:

- **Enterprise** (specific modules are listed in the attached Schedule A)

b. Configuration and Training: Customer and Company agree the **Launch Date** shall be January 15, 2021 unless mutually agreed to be an earlier date. Company shall provide data conversion services necessary to convert Customer’s vehicle information from a CSV file. Company shall supply Customer with a template format to which the data must adhere. Further, Company shall provide **18 hours** of web-based onboarding and implementation services.

c. Hosting and Support: Company shall be responsible for the hosting, maintenance, and support of all Company- hosted software and Company-hosted equipment used to provide the Services. Company shall provide Customer with ongoing technical support for the Services by providing Customer with the support services listed below during the term of this Agreement:

- Support provided to Customer during normal business hours (7 a.m. to 7 p.m. CST Monday to Friday, exclusive of U.S. holidays).
- Access to documentation of the Services.

d. Service Usage: All services shall be provided by Company to Customer pursuant to the Terms of Service found in the attached Schedule B and Schedule C.

2. Pricing and payments for services

a. Configuration and Training Fees: Customer shall pay a one-time fee listed in the table below for configuration and training services as listed in Section 1 with payment due in full upon execution of this Agreement. If Company provides Customer with on-site training or consulting, Company shall invoice Customer for reimbursement of the reasonable travel and per day expenses of each trainer or consultant following the performance of any such on- site services.

Launch Services	List Price	Quantity	Discount	Subtotal
Launch Pack: Gold	\$2,250.00	1.00		\$2,250.00
				Total: \$2,250.00

b. Service Fees: Customer shall pay Company the recurring Service Fees listed below beginning on January 15, 2021 for the license, hosting, and support services listed in Section 1, plus applicable sales or value added tax.

Initial Tier	Initial Pricing
Enterprise 500 Annual Subscription	Net Price: \$25,041.00

Payment Frequency	Payment Method
Annual	Invoiced

The amount of the recurring Service Fees listed in the table above is applicable until Customer upgrades to a higher asset count tier or the end of the Initial Term, whichever occurs first. If Customer desires to upgrade to a higher asset count tier, Customer shall be presented with the pricing for the next applicable tier and be able to upgrade within the product interface. For each Renewal Term, Customer shall be charged the then current list pricing applicable for Customer's then current asset count tier at the beginning of such Renewal Term.

Any discount listed in the table above shall be applicable only to the Initial Term. Thereafter, such discount shall revert to zero for any renewal terms, or be subject to good faith negotiation between Company and Customer.

c. Payment Terms: Customer's payment terms shall be Net 45 if paying via invoice, or "Due On Receipt" if paying automatically.

d. Past Due Payments: Company shall be entitled to block Customer's access to the Services without terminating this Agreement or affecting Customer's obligation to make payments under this Agreement if Customer is more than thirty (30) days delinquent on any undisputed fees.

3. Term and termination

The Initial Term of this Agreement shall commence on the Effective Date and shall continue for 36 months from the Launch Date unless earlier terminated as provided herein. After the expiration of the Initial Term, this Agreement may be renewed for optional one-year extension periods upon agreement of the parties (each, a “Renewal Term”). Should either Party not wish to extend the Agreement at the end of a Renewal Term, such party shall provide written notice to the other party of its intent not to renew at least ninety (90) days prior to the expiration of the then current Renewal Term.

In the event either party has failed to substantially cure any material default or failure of performance under this Agreement within thirty (30) days after the breaching party’s receipt of a written notice describing with reasonable specificity such alleged material default or failure of performance, then the non-breaching party may terminate this Agreement for cause by giving the breaching party a written notice of termination within fifteen (15) days after the expiration of the said thirty (30) day period.

4. General

The services ordered with this Agreement may be in addition to other subscriptions and services previously ordered by Customer. This Agreement, all schedules and attachments, including the Terms of Service which are incorporated by reference, collectively represent the complete agreement and understanding between Company and Customer with respect to the subject matter herein and supersede any other written or oral agreement. This Agreement may only be modified in writing and must be signed by Company and Customer. This Agreement may be executed with facsimile signatures and in multiple counterparts, and each of such counterparts shall constitute one and the same original agreement.

Confidentiality: Each party acknowledges that performance of this Agreement may involve access to and disclosure of personal identifying information, trade secrets, data, rates, procedures, materials, lists, systems and information (collectively "Confidential Information") belonging to the other. Except as set forth in the next paragraph, no Confidential Information shall be disclosed to any third party other than representatives of such party who have a need to know such Information, provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such Information must be maintained in strict confidence.

Notwithstanding the provisions of the previous paragraph, Customer may disclose information as required by law.

Remainder of page intentionally left blank

Customer

Signature

Date

Name

Title

Company

Signature

Date

Name

Title

Schedule A

Fleetio Manage - Enterprise

Fleetio Manage Enterprise includes the following features*:

- Asset Profiles
- Service Entries
- Fuel Entries
- Vendors
- Issues & Defects Management
- User Permissions
- Fuel Card Integrations
- Import Data
- Work Orders
- Inventory Management
- Inspections Module
- SAML
- Service Reminders
- VIN Lookups
- Contacts
- Renewal Reminders
- Custom Fields
- Group Management
- Standard & Advanced GPS Integrations
- API Access
- Parts
- Purchase Orders
- Maintenance Shop Network Integration
- Custom Branding

** Customer acknowledges that modules listed above may be appended, modified, or replaced by the Company throughout the term of this Agreement as necessary to continue the never-ending evolution of the product. However, in no case, will such changes materially reduce the level of functionality available to Customer.*

Schedule B

Fleetio Terms of Service

Last updated: December 9, 2019

THESE TERMS OF SERVICE ARE THE LEGALLY BINDING CONTRACT BETWEEN YOU AND RARESTEP, INC., AND GOVERN YOUR ACCESS TO ANY SERVICES WE PROVIDE TO YOU. PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING UP FOR OR USING THE SERVICES.

The GSA Multiple Award Schedule Contractor acting on behalf of Rarestep, Inc. (“we”, “us”, or “our”) provide services (“Service”) to the eligible Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“you” or “your” or “Ordering Activity”) through our websites and through our mobile apps. By both parties executing this Agreement in writing, you are agreeing to be bound by these terms and conditions (“Terms of Service”). We reserve the right to update and change the non-material Terms of Service from time to time and will provide notice to you by changing the “last updated” date above. All changes are prospective only. It is your obligation to be familiar with the most current version of the Terms of Service. Continued use of the Service after any such changes to non-material terms shall constitute your acknowledgment of and consent to such changes. You can review the most current version of the Terms of Service at any time at <https://www.fleetio.com/terms>. Any material updates to this agreement shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms. Any new features, including the release of new tools and resources, shall be subject to the then-most current Terms of Service.

You represent and warrant that you have the full right and power to enter into and fully perform this agreement in accordance with these Terms of Service. If you are using the Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, “You” will refer and apply to that company or other legal entity.

ACCOUNT TERMS

1. You must be 13 years or older to use this Service.
2. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
3. You must provide your full legal name, the legal name of your business (where applicable), a valid e-mail address, and any other information requested in order to complete the sign-up process. This information will be kept secure. You reserve the right to store and/or remove any personally identifiable information from your account.
4. You are responsible for maintaining the security of your password. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You will be solely responsible and liable for any activity that occurs within your account. In the event of any dispute between two or more parties about account ownership, you agree that we will be the sole arbiter of such dispute in our sole discretion and that our decision is final and binding.
5. You can create multiple logins for a single account. However, your login may only be used by one person. A single login shared by multiple people is not permitted.
6. You must not use the Service for any abusive or illegal purposes. You must not violate any laws, rules or regulations in your jurisdiction (including but not limited to copyright laws). You expressly agree and acknowledge that you will not submit information that would be a violation of your (or your employer’s, as the case may be)

policies, including without limitation, any data protection, privacy or security policies or any data privacy laws, rules or regulations.

7. You may not attempt to modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used or provided by us in connection with the Service.
8. The Service is always evolving and the form and features and modules of the Service may be appended, modified, or replaced. However, in no case, will such changes materially reduce the level of functionality available to Ordering Activity.
9. We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety as well as those of our users, customers, and the public.
10. You may not do any of the following while accessing or using the Service: (i) access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security measures; (iii) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces; (iv) in any way use the Service to send altered, deceptive or false information; or (v) otherwise interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Service.

TERM, BILLING AND PAYMENT

1. You will be billed a fee for your applicable Service Period. If you have any questions about charges made to your account, please contact us immediately. If the charges were made in error, we will credit your account for the appropriate amount.
2. Reserved.
3. You must provide us with accurate billing information and keep this information up to date.
4. By subscribing to the Service you give us the right to bill You for fees connected with the Service such as renewal fees or fees for extra services, only to the extent that such fees, or extra services, are mutually agreed to by an executed agreement and/or amendment to this Agreement by both the Company and Customer.
5. Reserved.
6. We shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

CANCELLATION AND TERMINATION

1. Account access terminates as provided in the Agreement.
2. All of your information may be immediately deleted from the Service (including our secure servers used to store your information) upon cancellation. If Customer wishes to preserve its information, you must export your information or request Company assistance in the exportation of information before canceling your account. Your information cannot be recovered once your account is canceled.

3. All provisions of this Agreement and these Terms of Service relating to indemnification, and insurance, disclaimers of warranties, limitation of liability and remedies and damages shall survive termination.

PRIVACY

See our Privacy Policy, attached as Schedule C, for information about our collection and use of your personally identifiable information (including Cookies). This Privacy Policy is expressly incorporated into these Terms of Service. For non-U.S. users, European Union General Data Protection Regulation (GDPR) compliance and Privacy Shield certification information can also be found in our Privacy Policy attached as Schedule C.

INSURANCE

Company shall, during the Term of this Agreement, at its sole expense, carry and maintain in force at all times insurance in the amounts for the coverage specified below, afforded by companies with A.M. Best's rating of A-:VII, or higher.

- a) Commercial General Liability Coverage, in the amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate,
- b) Automobile Liability coverage on all motor vehicles licensed for highway use, non-owned in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate,
- c) Workers Compensation coverage, with coverage amounts as statutorily required in all states where required,
- d) Professional liability insurance, in the amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate,
- e) Umbrella liability, in the amount of \$1,000,000; and
- f) Cyber liability/Technology Insurance, in the amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

LIMITED WARRANTIES / REPRESENTATIONS

We warrant that the Service will perform substantially in accordance with Service written materials accompanying it. Your sole and exclusive remedy, and our sole and exclusive

liability for any breach of this warranty will be, at our sole discretion, to either fix the Service to remedy the defect or refund the applicable Service license fees paid by you for the Service, in each case on condition that you promptly notify us in writing of any alleged breach of this warranty. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, You understand and agree that the Service is provided “AS IS” and “AS AVAILABLE” and we expressly disclaim warranties of any kind, express or implied, including without limitation any warranty of accuracy, merchantability, fitness for a particular purpose, or non-infringement. We make no warranty or representation and disclaim all liability regarding the results that may be obtained from the use of the Service, the correctness or completeness of the data, the security, reliability or availability of the Service, or that the Service will meet any user’s requirements. Use of the Service is at your sole risk. Even though we use secure third party vendors and hosting partners (as detailed in our [Privacy Policy located at https://www.fleetio.com/privacy](https://www.fleetio.com/privacy)) to provide the necessary hardware, software, networking, storage, and related technology required to run the Service, you understand and agree that you will be solely responsible for any damage to you (including loss of data) resulting from the use of the Service. The entire risk arising out of use, security, or performance of the Service remains with you. Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls.

The above disclaimer applies to any damages, liability or injuries caused by any failure of the performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use the Service, whether for breach of contract, tort, negligence or any other cause of action.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS BE LIABLE FOR LOST PROFITS OR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS CONTRACT OR ARISING FROM OR CONNECTED IN ANY WAY WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE EXCLUSION OF DAMAGES UNDER THIS SECTION IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU DO NOT AGREE WITH ANY PART OF THIS CONTRACT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US WITH RESPECT TO THIS CONTRACT OR THE SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

In the event that, notwithstanding the foregoing disclaimers and indemnification, we are found responsible to you for any reason whatsoever, our maximum liability to you shall be limited to a maximum of \$80,000 and shall not include punitive damages or consequential or resulting damages of any nature.

INTELLECTUAL PROPERTY

All information that you post to the Service must comply with applicable copyright laws. We claim no intellectual property rights over the material you provide to the Service when such material is tagged with personally identifiable information. We may share aggregated information that does not include personally identifiable information and we may otherwise disclose non-identifying information with third parties for industry analysis, demographic profiling, and other purposes. Any aggregated information shared in these contexts will not contain your personally identifiable information.

We give you a personal, worldwide, royalty-free, non-assignable, non-transferable, revocable, limited and non-exclusive license to use the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by us, in the manner permitted by these Terms of Service.

You shall not copy, sell, transfer, distribute, publish, or assign your license to our Service in any format to any third party. In addition, you may not use the Service in any way that violates applicable federal, state, or international law, or for any unlawful purpose.

All right, title, and interest in and to the Service are and will remain the exclusive property of us (and our licensors, if applicable). The Service is protected by copyright, trademark, and other laws of both the United States of America and foreign countries.

All of the content generated by us for the Service and the software used for the Service is the property of us, our affiliates, or our suppliers, and is protected by United States of America and international copyright laws.

Nothing should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of the copyrighted works displayed or contained in the Service without our express, written consent. Nothing in these Terms of Service gives you a right to use any of our, our affiliates', or our suppliers' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Any feedback, comments, or suggestions you may provide regarding the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you. We acknowledge that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES

These Terms of Service shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to its conflicts of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

NOTICES

Any notices or other communications permitted or required of us under these Terms of Service, including those regarding modifications to these Terms of Service, will be in writing and given to you: i) by us via e-mail (to the address that you provide) or ii) by posting to the Service. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

By registering with us, you understand that we may send you communications or data from us regarding the Service, including but not limited to i) notices about your use of the Service, including any notices concerning violations of use, ii) updates, and iii) promotional information and materials regarding our products and services, via email and in-app message. We give you the opportunity to opt-out of receiving messaging from us at any time by following the opt-out instructions provided in the message.

GENERAL

If any part of these Terms of Service are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of this agreement shall continue in effect. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

No failure to exercise or enforce any right or provision of these Terms of Service shall constitute a waiver of such right or provision.

The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld. Any attempt by you to assign or transfer these Terms of Service, without such consent, will be null and of

no effect. We are subject to The Anti-Assignment Act, 41 USC 6305, which governs the assignment of Government contracts. Procedures for securing such approval are set forth in FAR 42.1204. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any claim related to this contract or the Service must be brought within one year. The one-year period begins on the date when the claim was first discovered it could be filed. If it is not, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

These Terms of Service supersede and replace any and all prior oral or written understandings or agreements between you and us regarding the Service.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

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Schedule C

PRIVACY POLICY

Rarestep, Inc. (“we”, “us”, or “our”) has created this privacy policy (“Policy”) to inform you (“you” or “your”) of when and how information is collected, used, disclosed and protected when you use our services (“Service”). By using the Service, accessing our websites, or accessing our mobile applications, you consent to the privacy practices described in this Policy. You acknowledge that this Policy is to be read in conjunction with our Terms of Service available at <https://www.fleetio.com/terms> and that by accessing and using our

websites, our apps, or Service, you agree to be bound by the Terms of Service as well as this Policy.

We reserve the right to update and change this Policy from time to time and will provide notice to you by changing the “last updated” date above. All changes are prospective only. It is your obligation to be familiar with the most current version of the Policy. Continued use of the Service after any such changes shall constitute your acknowledgment of and consent to such changes. You can review the most current version of the Policy at any time at <https://www.fleetio.com/privacy>.

If you are using the Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Policy, in such event, “You” will refer and apply to that company or other legal entity.

INFORMATION GATHERING

We collect, use and disclose two types of information: Personal Information and Non-Personal Information.

1. “Personal Information” is information that is directly associated with a specific person or entity, including but not limited to, names, email addresses, usernames, passwords, and payment information.
2. “Non-Personal Information” is information we collect or compile that by itself cannot be directly associated with a specific person or entity.
3. We may further compile “Non-Personal Information” into “Aggregate Data”. This Policy in no way restricts or limits our collection and use of Non-Personal Information and Aggregate Data, and we may share Non-Personal Information and Aggregate Data that we collect or compile with third parties for various purposes, including to help us better understand our customer needs and improve our Service, and for advertising and marketing purposes.
4. We automatically receive certain types of information when you interact with our Service. That information includes your computer’s IP address, access times, your browser type and language, and referring website addresses. We may also collect information about the type of operating system you use, your account activity, and files or pages accessed or used by you.
5. You reserve the right to ask us what personal data is being processed and the rationale for such processing if that should ever be unclear.

6. While using our Service, you will have access to all data within your account. You reserve the right to access this data and/or request copies of this data.
7. While using our Service, you'll be able to update all personally identifiable information to maintain accuracy.
8. You maintain the right to withdraw consent to manual or automated data processing when previous consent has been given. This could include all future processing or processing during a specific timeframe. This could include removal of data from an account or a request to remove an email from a specific mailing list.
9. You reserve the right to erasure and data portability. You will have the ability to export data in your account and keep for yourself or import into another system. After Service cancellation, data will not be retained on our servers if requested in writing. In addition, you can delete any type of personally identifiable information within your account or request to be removed from any type of customer communication at any time.

OPT-OUT OF TARGETED ADVERTISING

If you would like to opt-out of targeted advertising, you may find additional information at www.aboutads.info, networkadvertising.org/choices, or youronlinechoices.eu (Europe only), otherwise no additional action is required.

COOKIE POLICY

Like many websites, we use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s hard drive for record-keeping purposes. Most web browsers automatically accept cookies as the default setting. For example, we use cookies to enable you to use the Service without re-entering your username and password if you select to use the “Remember Me” functionality. A “web beacon” is an electronic image that is embedded in a web page. We use “web beacons” to count visits and compile statistics on usage or in our emails to tell if an email has been opened or acted upon.

We have also included information about cookies set by third parties. Given that these relate to third party services, we cannot guarantee the completeness or accuracy of the list, but we can say that we have done our best to ensure the list is as accurate as possible at the time this policy was prepared. Nevertheless, we strongly recommend that you consult the third party websites listed in the cookie descriptions to find out more about the third party cookies in question.

Cookies set by Fleetio

id This cookie provides a temporary identifier so that we can track unique users across different requests.

rememberMe This is a cookie which allows you to return to secure.fleetio.com without having to type in your username/password combination again.

_fleetio_reports_distance_unit, _fleetio_reports_volume_unit, mp, nav_state This cookie is used to keep track of a user's preferences.

_fleetio_session This cookie is used to keep track of a user's session, so that they can remain logged in.

Cookies set by third parties

identify, ajs_anonymous_id, ajs_user_id, ajs_group_id, seg_xid, seg_xid_fd, seg_xid_ts Cookies set by Segment. We use Segment to gain deeper understanding of how visitors and users engage with our service. You can find more information about Segment's privacy policy here: <https://segment.com/docs/legal/privacy/>

__utma, __utmb, __utmc, __utmv, __utmz, _ga Cookies set by Google Analytics, which is a service we use to gain a better understanding of how people use our service. You can read more about Google's privacy policy here: <https://policies.google.com/privacy?hl=None>

__distillery, muxData Cookies set by Wistia, a video player, to keep track of videos and video playback locations. You can find more information about Wistia's privacy policy here: <https://wistia.com/privacy>

_hp2_id Cookie set by Heap Analytics to capture customer touchpoints. You can find more information about Heap Analytics' privacy policy here: <https://heapanalytics.com/privacy>

_ok, _okbk, _okdetect, _oklv, olfsk, wcsid, hblid Cookie set by Olark Live Chat software, which provides functionality for websites to engage in instant messaging communication with visitors. Contains a site identifier, used for security purposes. You can find more information about Olark's privacy policy here: <https://www.olark.com/privacy-policy/>

fs_intercom, fs_uid Cookies set by Full Story to record user experiences, allowing us to the improve user experience of our product. You can find more information about Full Story's privacy policy here: <https://www.fullstory.com/legal/privacy/>

We recommend that you review your browser's privacy settings and adjust them accordingly if you wish to deny cookies from any sites.

USE OF PERSONAL INFORMATION

We use collected information about you to process your requests or billing transactions, to provide you with information or services you request, to inform you about other information, events, promotions, products, or services we think will be of interest to you, and to support and facilitate your usage of the Service.

We also use collected information to track engagement in key product areas in an effort to continually improve the user experience. As mentioned above, you reserve the right to remove yourself from that type of tracking.

INFORMATION SHARING AND DISCLOSURE

We will not give, sell, rent, share, or trade any of your Personal Information or any data that you store using our Service to any third party except i) with your explicit consent or ii) as outlined in this Policy. We reserve the right to share Non-Personal Information and Aggregate Data as described in this Policy.

We may share Personal Information with third party service and technology providers to facilitate the operation of the Service, to perform related services (e.g., without limitation, maintenance services, database management, web analytics and improvement of the Service's features, or to process credit card payments), or to assist us in analyzing how our Service is used.

We may disclose Personal Information to a third party to comply with a court order, subpoena, search warrant, or other legal processes; to comply with legal, regulatory, or administrative requirements of any governmental authorities; to protect and defend us, our subsidiaries and our affiliates, and our officers, directors, employees, attorneys, agents, contractors, and partners, in connection with any legal action, claim, or dispute; to enforce the Terms of Service; to prevent imminent physical harm; and in the event that we find that your actions violate any laws, our Terms of Service, or any of our usage guidelines for specific products or services.

We may share Personal Information in connection with an acquisition, merger, consolidation or sale of all or a portion of our business, with or to another company. In any such event, you will receive notice if your data is transferred and becomes subject to a substantially different privacy policy.

MODIFYING YOUR PERSONAL INFORMATION

If you are a registered user of our Service, you may review, update, correct or delete your personal information by logging into the Service and editing your profile.

SECURITY

We are very concerned with safeguarding your information. We take reasonable steps to protect the information we collect from you to prevent loss, misuse and unauthorized access, disclosure, alteration, and destruction. Highly confidential personal information such as credit card data is protected with encryption using Secured Socket Layer (SSL) technology during transmission over the Internet. But, remember that no method of transmission over the Internet or method of electronic storage is 100% secure.

Your account information and access to our Service is accessible only through the use of an individual username and password. You should keep your password confidential and do not disclose it to any other person. Please note that we will never ask you to disclose your password in an unsolicited phone call or email. You are responsible for all activities which are conducted using your account or password.

All data in the Service is stored and processed through third party subprocessor Amazon Web Services (AWS), which has its processing in the United States of America and Ireland. You can learn more about AWS' privacy and security processes here: <https://aws.amazon.com/privacy/>

BREACH PROTOCOL

In the case of a data breach, we will notify affected users – without undue delay and where feasible – within 72 business hours. The notification will include the nature of the breach, likely consequences, a detail action plan and a main technical point of contact at Fleetio.

NON-U.S. USERS

European Union General Data Protection Regulation (GDPR)

As a data controller, we have updated our Service and processes as required by GDPR, including giving data subjects in the European Union the following rights

- Right of access
- Right to rectification
- Right to erasure

- Right to restriction of processing
- Right to object
- Right to data portability

Please see below for more details about the GDPR compliance of our data subprocessor, AWS.

If you require measures beyond our Privacy Policy and Privacy Shield certification, please access our [Data Processing Agreement \(DPA\) here](#).

Privacy Shield

We comply with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and the United Kingdom to the United States in reliance on Privacy Shield. We have certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/list>.

We are responsible for the processing of personal data we receive under the EU-U.S. Privacy Shield Framework and subsequently transfers to a third party acting as an agent on our behalf. We comply with the EU-U.S. Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

In compliance with the Privacy Shield Principles, we commit to resolve complaints about our collection or use of your personal information. European Union individuals with inquiries or complaints regarding our Privacy Shield policy should first contact us at help@fleetio.com.

We commit to cooperate with Data Protection Authorities and comply with the advice given by the panel established by Data Protection Authorities with regard to data transferred from the EU. The Federal Trade Commission has jurisdiction over our compliance with the Privacy Shield.

An individual has the possibility, under certain conditions, to invoke binding arbitration for complaints regarding Privacy Shield compliance not resolved by any of the other Privacy

Shield mechanisms as outlined here: <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>

Amazon Web Services (AWS)

As mentioned above, all data in the Service is stored and processed through third party subprocessor Amazon Web Services (AWS), with processing in the United States of America and Ireland. AWS' security and compliance experts confirm that AWS has in place effective technical and organizational measures for data processors to secure personal data in accordance with the GDPR and AWS is also certified by Privacy Shield on both the EU-U.S. and Swiss-U.S. privacy frameworks.