

General Terms

We appreciate you taking the time to read our General Terms. We'll try to keep things simple, but it's important that you understand your rights and responsibilities, so please keep reading.

In this Agreement, a reference to:

- **DRVR, we, us** or **our** means Driver Design Studio Limited (a Hong Kong Company) of Unit A, 10/F, Amtel Building, 144-148 Des Voeux Road, Central, Hong Kong; or any of our subsidiaries or authorised reseller partners;
- the **Customer, you** or **your** means the entity or person indicated in the relevant section of the Service Order;
- **Users** means any person or entity to whom you provide access to our Services, including any administrators of your account or survey respondents; and
- **Customer Data** means any content that you or your Users submit or transfer to DRVR using the Services (including personal data);

These General Terms, and the Service Order (together, the **Agreement**) form a contract between you and DRVR. This Agreement governs your subscription to, and use of, DRVR's website, software platform and/or other related applications or services (together, the **Services**).

As the Customer, you agree to this Agreement by signing a document that references this Agreement, or by using the Drvr platform and Services. If you are an organization, the individual who agrees to this Agreement on your behalf must have the authority to bind you to this Agreement, and both you and such individual represent that to be the case.

Recitals

- (a) DRVR has developed a Telematics Platform and Software Applications which it makes available to the customer for the purpose of offering Telematics Services.
- (b) The Customer wishes to use DRVR's Telematics Services in its business operations.
- (c) DRVR has agreed to provide and the Customer has agreed to use DRVR's Telematics Services subject to these General Terms and the Service Order (together, the **Agreement**).

1 Definitions and Interpretations

1.1 Definitions

Unless otherwise explicitly indicated, the following terms used in this agreement shall have the definitions provided below:

Authorized Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to access the DRVR Services, Platform and Applications.

Contract Term or Pilot: defines the term of this agreement, beginning on the Effective Date and expiring on the day following 90 days from the Active Date; when the term detailed in the Service Order has expired.

Device: hardware sensors which are used to collected data from vehicles or drivers.

Effective Date: the date of this agreement.

Active Date: the date at which DRVR shall activate the Service to normal operation offering the full service for a minimal one (1) vehicle to a minimum one (1) Authorized User.

Activation Date (of a vehicle): the date from which a vehicle equipped with a Device shall be authorized access to the Service

Normal Business Hours: 9.00 am to 5.00 pm local Indochina (ICT) time, each Business Day.

Service: is the responsive web portal enabling Authorized Users to access the Telematics Service.

Vehicle Subscription: entitles a vehicle equipped with a DRVR Device to access and use the Telematics Services in accordance with this agreement.

Customer Data: data which is brought to the service by the Customer, Authorised Users, or DRVR on the Customer's behalf for the purpose of using the Telematics Services or facilitating the Customer's use of the Telematics Services. This includes location, driver, vehicle and route information.

Derived Data: data and information resulting from the use of the Telematics Service.

Telematics Service: Telematics Service refers to all services deployed by DRVR to the Customer.

Initial Subscription Term: the initial term of this agreement as set out in the Service Order

System: all parts essential to DRVR's Service, including the DRVR Devices, DRVR Manager and the DRVR Backend.

Subscription Term: the Initial Subscription Term together with any subsequent Renewal Periods.

Service Order: the specific agreement and terms entered into by DRVR and the Customer.

1.2 Interpretations

In this Agreement:

- (a) a reference to a party or a person includes the party's or the person's successors and permitted assigns;
- (b) a reference to this Agreement includes the recitals and any appendices, schedules, annexures or attachments, hereby deemed an integral part hereof; and
- (c) words importing the singular include the plural and vice versa.

2 Services

2.1 DRVR Services

During the Term, we will provide you with access to, and use of, the Services ordered by you as described in the Service Order. You may order Additional Services at any time during the Term by contacting our Sales team by email at info@drvr.co We will invoice you for any Additional Services you order after the start of the Term at the time those Services are ordered.

2.2 Changes to Services

We continually change, update and improve our Services. DRVR may alter the Services at any time without prior notice. We will endeavor to provide you with prior notice if we make a change to the Services resulting in an overall material decrease in functionality of the Services. In such cases, you may terminate your Subscription under clause 9.4.

2.3 Suspension of Services

We may limit or suspend the Services from time to time at our discretion (for example, to perform scheduled maintenance). If DRVR limits or suspends the Services, we will endeavor to give you reasonable advance notice so that you can plan around it. However, there may be some situations, such as security emergencies, where it may not be practicable for us to give you advance notice. We will use commercially reasonable efforts to narrow the scope and duration of the suspension or limitation as is needed to resolve the issue that prompted such action.

2.4 Third party Services

If you use any third party service with the Services (for example, an API integration or a web browser), you acknowledge that the service may access or use the Customer Data. DRVR will not be responsible for any act or omission of the third party, including such third party's use of the Customer Data. DRVR does not warrant or support any such third party service, and you should contact that third party for any issues arising from your use of the third party service.

3 Fees and Payments

3.1 Fees for Services

You agree to pay DRVR any fees for each Service you purchase or use, in accordance with the pricing and payment terms presented to you for those Services in the Service Order. Except as indicated in this Agreement or required by law, fees paid by you are not refundable.

3.2 Subscriptions

Services are billed on a subscription basis (**Subscription**) and are billed in advance on a recurring, periodic basis (called a **billing cycle**). The billing cycle for your Subscription is outlined in the Service Order. Your Subscription for any Services will automatically renew at the end of each billing cycle unless you cancel the auto-renewal by contacting our Sales team by email at info@drvr.co. The initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

3.3 Devices

Devices are billed by and payable to the DRVR Device Partner in your country, within the terms detailed and accepted by you in your device Purchase Order. The title of ownership for devices does not transfer from the DRVR Device Partner until full payment of agreed device costs and associated charges (including but not limited to import duties, taxes and delivery fees) are received by the DRVR Device Partner.

3.4 Payment methods

You authorize us to charge for fees using the payment method indicated in the Service Order. Unless otherwise agreed, payments for invoices are due within the terms agreed on the service order, or within 7 days from invoice date if not otherwise noted. If you elect to pay by credit card, debit card, or any other billing method that supports automatic recurring payments, we will initially attempt to charge you using that billing method when payment is due, and payments will be considered overdue if payment is not received within 14 days of that due date. You agree to keep your billing and billing contact information current and accurate.

3.5 Interest

Overdue payments may incur interest at the rate of 2.5% per month (or the highest rate permitted by law, if less) on the amount overdue. You will be responsible for all reasonable expenses (including legal fees) incurred by DRVR in collecting such overdue amounts, except where:

- (a) the overdue amounts are due to DRVR's billing inaccuracies; or
- (b) you have sought to resolve a dispute using the dispute resolution process in clause 13.1 and that process is still active.

3.6 Taxes

Unless stated otherwise in the Service Order, all fees for Services exclude sales tax, commercial tax, GST, VAT, or other similar local consumption taxes. Except for any corporate income taxes payable by DRVR, you are responsible for all other taxes or duties related to the sale of Services under this Agreement, including any penalties or interest. If DRVR is required to collect or pay any taxes on your behalf, we will invoice you for those taxes unless you provide us with a valid evidence that no tax should be invoiced.

3.7 Price changes

DRVR may change the fees charged for Services at any time. For Subscription Services, the change will only become effective at the end of your current contracted subscription term, or the current billing cycle of your ongoing renewed subscription. DRVR will provide you with reasonable prior written notice of any changes to fees before the changes go into effect.

4 Service Level Agreement

DRVR shall, during the Contract Term, provide the Telematics Services to the Customer subject to the terms of this agreement.

DRVR shall use commercially reasonable endeavours to make its Telematics Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 20:00 to 07:00 ICT Time which are notified to the Customer at least 72 hours in advance; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that DRVR has used reasonable endeavours to give the Customer at least 24 Normal Business Hours notice in advance.

As part of the Service and at no additional cost to the Customer, DRVR will provide the Customer with our standard customer support services during Normal Business Hours in accordance with DRVR's Support Services Policy in effect at the time that the Services are provided. The Customer may purchase enhanced support services separately according to the current rates.

5 Security and Privacy

5.1 Security

The security of your information is very important to us. All of your data is private and confidential and we take all reasonable steps to ensure that your information is handled securely and in accordance with these terms. We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once it is received.

DRVR will store and process customer data in a manner consistent with industry security standards. DRVR has implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of customer data and to mitigate the risk of unauthorized access to or use of customer data. DRVR uses Microsoft Azure for data storage and benefits from the Microsoft Trust Centre capabilities <https://www.microsoft.com/en-us/TrustCenter/Security/default.aspx#How-Microsoft-protects-your-data>

However, please note that transmitting information over the Internet is never completely secure. Although we do our best to protect your personal information, we cannot guarantee that your information is absolutely secure in all situations.

Security is a collaborative effort, so we also recommend that you create a sophisticated password for logging in to our services, and keep that password secret.

If you suspect there has been any unauthorized access or misuse of your personal information, please contact our Chief Executive officer at info@drvr.co immediately.

5.2 Privacy

In the course of using the Services, you or your users may transfer to us customer data containing personal data. We respect the privacy of all personal data contained in customer data and agree to handle and use that personal in circumstances only where it is necessary to provide our Service or to operate our business; including anonymising the data whenever suitable and possible. You agree and consent to the transfer, processing, and storage of customer data in accordance with these terms.

5.3 Compelled Disclosure

DRVR may disclose the customer's confidential information when required by law or legal process, but only after we, if permitted by law:

- (a) use commercially reasonable efforts to notify the customer; and
- (b) give the customer the opportunity to challenge the requirement to disclose.

6 Intellectual Property

6.1 Intellectual Property Rights definition

In this Agreement, ***Intellectual Property Rights*** means any and all present and future intellectual and industrial property rights, including any registered or unregistered forms of copyright, designs, patents, trademarks, service marks, domain names, goodwill and any commercial information. Intellectual Property Rights also include any application or right to apply for registrations of any of these rights, any rights protected or recognised under any laws throughout the world, related to these rights, and anything copied or derived from such property or rights.

6.2 Intellectual Property Rights

All intellectual property is owned by DRVR. All products and services remain the property of DRVR. The Customer agrees not to take any action which would adversely affect the value of DRVR's intellectual property rights and to notify DRVR if it becomes aware of any such adverse effect. All rights to use DRVR products and services cease on termination of this Agreement.

Nothing in this Agreement or from your use of the Services grants you ownership in the Services or the content you access through the Services. This Agreement does not grant you any right to use any DRVR trademarks or other Intellectual Property Rights contained in our brand identity and software platform, without our written prior permission being provided.

6.3 Limited licence

You grant DRVR a perpetual worldwide, royalty free licence to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, archive, or otherwise exploit Customer Data for various purposes connected with the operation of DRVR as a business including but not limited to:

- (a) providing the Services to you as contemplated by this Agreement;
- (b) creating de-identified aggregated benchmark data; and
- (c) providing de-identified data points to mapping service providers.

This license continues even after you stop using the Services with respect to de-identified and anonymous aggregated benchmark data derived from Customer Data and any residual backup copies of Customer Data made in the ordinary course of business. This license also extends to any trusted third parties that DRVR works with to the extent necessary to provide the Services to you.

6.4 Derived Data

You acknowledge that, Derived Data acquired by DRVR from Customers using the service will be stored on Cloud Services governed by Microsoft Corporation. DRVR shall own all rights, title and interest in and to all of the Derived Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Derived Data.

You also acknowledge that, in order to ensure compliance with legal obligations, DRVR may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates this Agreement (such as when unlawful conduct or content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or this Agreement. However, DRVR otherwise has no obligations to monitor or review any content submitted to the Services by you or any other person.

6.5 Customer feedback

If you provide us with feedback about the Services, DRVR may use that feedback without any obligation to you.

6.6 Customer lists

DRVR may identify you (by name and logo) as a DRVR customer in promotional materials or during promotional events. If you do not want your name and/or logo to be used in this way, please contact our Chief Executive Officer by email at info@drvr.co

7 Account Management

7.1 Account security and access

You are responsible for safeguarding any passwords or other credentials used to access your account. Administrator accounts may not be shared and may only be used by one individual per account. You are responsible for any activity occurring in your account (other than activity that DRVR is directly responsible for and is not performed in accordance with your instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to, or use of, your account, you should immediately notify our Customer Success team by email at info@drvr.co

7.2 Customer systems

You are responsible for maintaining and updating any operating systems, Internet browsers, anti-virus software, or other software that you or your Users use to access and use the Services.

8 Customer Obligations

8.1 Co-Operation

The Customer shall provide DRVR with all necessary co-operation in relation to this agreement, including but not limited to the following requirements:

- (a) provide all necessary access to such information and equipment as may be required by DRVR; in order to render the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. If there are any delays then both parties will confer and agree an alternative date and time;
- (c) ensure that DRVR devices in the vehicles are not tampered with, removed or otherwise rendered inoperable;
- (d) ensure that its vehicles and systems comply with the relevant specifications provided by DRVR from time to time; and
- (e) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to access DRVR Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet. (If there is a problem with your internet access which prevents you accessing the service then DRVR is not responsible for this. You need to work with your network provider - example no internet access).

8.2 Legal compliance

You must use the Services in compliance with, and only as permitted by, applicable law. If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless DRVR has agreed with you otherwise. You may not use the Services in a way that would subject DRVR to any industry-specific regulations without obtaining DRVR's prior written agreement.

8.3 Unacceptable uses

You are responsible for your conduct and the conduct of your Users. You must ensure that you and your Users do not:

- (a) misuse the Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions we provide;
- (b) circumvent or attempt to circumvent any limitations that DRVR imposes on your account (such as any User limits in the Service Order);
- (c) probe, scan, or test the vulnerability of any DRVR system or network, unless with prior written authorization of DRVR;
- (d) reverse engineer the Services, or attempt to do so;
- (e) transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services;
- (f) engage in abusive or excessive use of the Services, which is usage significantly in excess of average usage patterns that adversely affect the speed, responsiveness, stability, availability, or functionality of the Services for other customers and their users. DRVR will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to an acceptable level to DRVR;
- (g) use the Services to infringe the Intellectual Property Rights of others, or to commit any unlawful activity;
- (h) unless authorized in writing by DRVR, resell, lease or sublicense the Services to a third party.

8.4 Users

You must:

- (a) ensure that your Users are governed by, and comply with, this Agreement;
- (b) obtain any consents required from each User to allow the Customer and its Admin Users to engage in the activities contemplated this Agreement;
- (c) obtain any consents required from each User to allow DRVR to provide the Services;
- (d) not provide any person under the age of 16 with access to the Services.
- (e) at all times be compliant with Local laws and regulations as per the territory in which the service is offered

8.5 Suspension of Users

If a User breaches this Agreement, or uses the Services in a manner that DRVR reasonably believes will cause DRVR liability or disrupt others' use of the Services, then DRVR may request that you suspend or close the applicable User account until the breach has been cured or the use in such manner has stopped. If you fail to comply with such request, then DRVR may suspend or close the applicable User account.

9 Term and Termination

9.1 Term

This Agreement commences on the earliest date of either the Effective Date in the Service Order, or when you first use the Services (the **Initial Subscription Term**), and thereafter, this agreement shall be automatically renewed for successive periods of 3 months (each a Renewal Period) until this Agreement is terminated (the **Term**).

9.2 Termination without cause

You may terminate this Agreement at the end of a billing cycle by submitting a written request to our Sales team by email at info@drvr.co DRVR may terminate this Agreement for any reason by providing at least 90 days' written notice to you and will provide a pro rata refund of any fees prepaid by you applicable to the period following the termination of this Agreement. DRVR may terminate this Agreement at the end of a billing cycle by providing at least 90 days' prior written notice to you.

9.3 Termination for cause

Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:

- (a) the other party commits a breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) if any payment owed by you to DRVR is more than 30 days overdue
- (c) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (d) the other party ceases, or threatens to cease, to trade; or
- (e) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

9.4 Termination for material decrease in functionality

If we make a change to the Services resulting in an overall material decrease in functionality of the Services, you may terminate this Agreement immediately by providing notice to DRVR. Upon receiving notice of termination from you, DRVR will provide you with a pro rata refund of any fees prepaid by you applicable to the period following the termination of this Agreement.

9.5 Consequences of Termination

If this Agreement is terminated:

- (a) by you due to breach by DRVR, we will provide you with a pro rata refund for any fees prepaid by you applicable to the period following the termination of this Agreement; and
- (b) we will bill you, and you will pay, for any accrued but unbilled fees, and you will remain liable to pay any invoices outstanding on the termination date; and
- (c) all licences granted under this agreement shall immediately terminate;
- (d) each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;

(e) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

9.6 Survival

The following clauses will survive the termination of this Agreement: 3, 5, 6.3, 9, 11, 12, 14 and 15.

10 Warranties

Each party represents and warrants that:

- (a) it has full power and authority to enter into this Agreement; and
- (b) it will comply with all laws and regulations applicable to its provision or use of the Services, as applicable.

11 Indemnities

11.1 By Customer

You will indemnify, defend, and hold harmless DRVR from and against all liabilities, damages, costs and direct loss (including settlement costs and reasonable lawyers' fees) arising as a result of the wrongful acts, fraud of, or breach of law or any of the material terms contained in this Agreement by the Customer, or its employees, agents and independent contractors; or out of a third party claim regarding or in connection with:

- (a) Customer Data (including claims of Intellectual Property Rights infringement);
- (b) your use of the Services in breach of this Agreement; or
- (c) your Users' use of the Services in breach of this Agreement.

11.2 By DRVR

DRVR will indemnify, defend, and hold you harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable lawyers' fees) arising out of a third party claim that the technology used to provide the Services to you infringes any Intellectual Property Rights of such third party. However, in no event will DRVR have any obligations or liability under this Section arising from:

- (a) use of any Services in a modified form or in combination with materials not furnished or authorized by DRVR;
- or
- (b) any content or data provided by you, your Users, or any third parties.

11.3 Potential infringement

If we believe the Services may infringe or may be alleged to infringe a third party's Intellectual Property Rights, then we may:

- (a) obtain the right for you, at our expense, to continue using the Services;
- (b) provide a non-infringing functionally equivalent replacement; or
- (c) modify the Services so that they no longer infringe.

If we do not believe that the options above are commercially reasonable, then we may suspend or terminate your use of the impacted Services and provide you with a pro rata refund of any fees prepaid by you applicable to the period following the termination of such Services.

11.4 Indemnity procedures

A party seeking indemnification under this Agreement will promptly notify the other party of the claim and cooperate with the other party in defending the claim. If permitted by applicable law, the indemnifying party will have full control and authority over the defence, except that:

- (a) any settlement requiring the indemnified party to admit liability or to pay any money will require that party's prior written consent (such consent not to be unreasonably withheld or delayed); and

(b) the indemnified party may join in the defence with its own counsel at its own expense.

The indemnities in this Agreement are a party's sole and exclusive remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

12 Disclaimers and Limitations of Liability

12.1 Disclaimers

Except as expressly provided in this Agreement and to the extent permitted by applicable law, neither party makes any warranties of any kind, express, implied, statutory, or otherwise, including those of merchantability, fitness for a particular purpose, and non-infringement. DRVR provides the services on an "as is" basis and, except as expressly provided in this Agreement and to the extent permitted by applicable law, we make no representations regarding the availability, reliability, or accuracy of the Services, or regarding any Customer Data or other content associated with your account.

12.2 Exclusion of liability

To the extent permitted by applicable law, neither party will be liable for any indirect, consequential, special, incidental, punitive, or exemplary damages arising out of or in connection with this Agreement, even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

12.3 Limitation of liability

To the extent permitted by applicable law, the aggregate liability of either party arising out of or in connection with this Agreement will not exceed the total amounts paid by you to DRVR under this Agreement during the 12 months prior to the event giving rise to the liability.

12.4 Exceptions to limitations

The limitations of liability in clauses 12.2 (Exclusion of liability) and 12.3 (Limitation of liability) do not apply to violations of a party's Intellectual Property Rights by the other party or each party's confidentiality and indemnification obligations.

13 Amendments

13.1 Agreement amendments

DRVR may amend this Agreement from time to time and the most current version will be posted on the DRVR website. If an amendment is material, as determined in DRVR's reasonable discretion, we will notify the Customer Contact by email or when they next log in to your account. Except in the case of an amendment being made to satisfy legal requirements, we will provide you with at least 30 days' notice of material amendments.

If an amendment has a material adverse impact on you and you do not agree to the amendment, you may terminate the Agreement by notifying our Sales team by email at info@drvr.co within 30 days of receiving notice of the amendment (otherwise, you will have been deemed to have consented to the amendment).

13.2 Other amendments

Any amendment to this Agreement that is not made to the current version displayed on our website, must be in writing, signed by you and DRVR, and must expressly state that it is amending this Agreement.

14 Dispute Resolution, Governing Law and Jurisdiction

14.1 Dispute resolution

Before commencing any form of litigation, including court proceedings, professional mediation or arbitration, each party agrees to:

- (a) give the other party notice of the dispute and its nature;
- (b) give the other party the opportunity to remedy any breach of this Agreement within 30 days; and
- (c) hold good faith negotiations with the other party to settle the disputed matter.

14.2 US and Canadian customers

If your principal place of business is located in the United States or Canada (as determined by your address in the Service Order):

- (a) this Agreement is governed by the laws of Delaware, United States of America; and
- (b) each party submits to the exclusive jurisdiction of the courts of Delaware, United States of America, in relation to any proceedings connected with this Agreement.

14.3 Other customers

If your principal place of business is located outside the United States or Canada (as determined by your address in the Service Order):

- (a) this Agreement is governed by the laws of Hong Kong; and
- (b) each party submits to the exclusive jurisdiction of the courts of Hong Kong, in relation to any proceedings connected with this Agreement.

14.4 Injunctions

Nothing in this Agreement prevents a party from seeking a temporary restraining order, injunction, or other equitable relief in relation to a breach (or attempted breach) of this Agreement by the other party.

15 Other Terms

15.1 Assignment

You may not assign this Agreement without prior written consent from DRVR (such consent not to be unreasonably withheld). DRVR may assign this Agreement by providing written notice to you. However, both parties may assign this Agreement without notice to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of the party's assets or its business to which the subject matter of this Agreement relates. Any other attempt to transfer or assign this Agreement or any rights or obligations under this Agreement are void.

15.2 Entire Agreement

This Agreement (including any documents incorporated by reference to a URL or otherwise), constitute the entire agreement between you and DRVR and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of this Agreement, and are void.

15.3 Force majeure

DRVR shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, failure of a utility service or transport or telecommunications network, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration and DRVR has taken all commercially reasonable steps to circumvent the hindrance.

15.4 Independent contractors

The relationship between the parties is that of independent contractors, and not legal partners, employees, or agents of each other.

15.5 Interpretation

The use of the terms *includes, including, such as* and similar terms, will be deemed not to limit what else might be included.

15.6 No waiver

A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.

15.7 Notices

All notices must be in writing and will be deemed given when:

- (a) verified by written receipt, if sent by postal mail with verification of receipt service or courier;
- (b) received, if sent by mail without verification of receipt; or
- (c) when verified by automated receipt or electronic logs if sent by email.

Notices to DRVR must be sent to DRVR at info@drvr.co and marked to the attention of the Chief Executive Officer. Notices to you may be sent to the email address associated with the Customer Contact details in the Service Order. You must keep the contact details associated with your account current and accurate by notifying our Sales team by email at info@drvr.co when your contact details change. You may grant approvals, permission, extensions, and consents by email.

15.8 Precedence

To the extent any conflict exists between the documents that constitute this Agreement, the order of precedence will be: Service Order, then General Terms.

15.9 Severability

If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed from this Agreement and the remaining terms will remain in full effect.

15.10 Third party beneficiaries

There are no third party beneficiaries to this Agreement. Your Users are not third party beneficiaries to your rights under this Agreement.

15.11 Compliance with laws

The Customer agrees that it will comply, and will take all reasonable steps to ensure that its representatives also comply, with all applicable laws in governing jurisdictions in using DRVR developed products and any other DRVR solution and services under this Agreement.