



Exhibit C
CEI Third Party Services Addendum to
Ford Pro Fleet Management Subscription Services Terms and Conditions

THIS THIRD-PARTY SERVICES ADDENDUM, INCLUDING SERVICE ADDENDUM 1-A, COLLISION MANAGEMENT (COLLECTIVELY THE “ADDENDUM”) IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND THE CEI GROUP, LLC, A PENNSYLVANIA CORPORATION WITH OFFICES LOCATED AT BUCKS COUNTY TECHNOLOGY PARK, 4850 E. STREET ROAD - TOWER 1 BUILDING, TREVOSE, PA 19053 (“CEI”), AND GOVERNS YOUR ACCESS TO ANY SERVICES PROVIDED TO YOU BY CEI, ITS AFFILIATES OR PROVIDERS. PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING UP FOR OR USING THE SERVICES. THESE SERVICES CONSTITUTE “THIRD PARTY SERVICES”, AS SUCH TERM IS DEFINED IN THE FORD PRO SUBSCRIPTION SERVICES TERMS AND CONDITIONS. This Addendum is entered into by you as of the earlier of the date you accept this Addendum or otherwise use the services referenced and provided for herein (the “Effective Date”) and is between CEI and you (“Client”

and together with CEI, both “Parties”). In consideration of the foregoing and other valuable consideration the Parties hereby agree as follows:

1. General.

CEI provides accident, subrogation and risk management services described in the addenda to the Agreement (each, an “Addendum”) and Client desires to use (each, a “Service” or “Program”) for vehicles and applicable assets (each a “Vehicle”). Each Addendum forms a part of the Agreement. CEI may in its discretion use third party service providers (each, a “Provider”) for the provision of such Services. Individuals assigned Vehicles by Client will be referred to herein as “Driver(s)”. Unless agreed in writing by the Parties, any Services provided to any present or future subsidiary, parent, client, or affiliate of Client will be subject to the terms and conditions herein, and Client will remain directly liable for all payment and other obligations arising hereunder.

2. Termination.

Upon termination of this Agreement or any Addendum, Client remains responsible to pay all expenses, costs, and other amounts incurred by CEI on Client’s behalf, including any related transaction fees due to CEI, whether incurred prior to or following the date of termination. A default under this Agreement will constitute a default under any other agreement Client has with an CEI.

3. Costs, Fees and Payment Terms.

3.1. Costs. CEI will advance third-party expenses incurred on Client’s behalf in connection with the Services, and will consolidate these charges on the invoice to Ford. Client will be responsible for the payment of all third-party and/or Provider expenses, fees, costs, taxes, and other charges incurred by CEI on Client’s behalf, including expedited shipping charges. CEI has the right to retain rebates, discounts, fees, and other compensation from manufacturers, suppliers or vendors with respect to goods and services purchased hereunder.

4. Warranty Disclaimer and Client Acknowledgements.

4.1. Warranty Disclaimer; Waiver; Client Representations and Warranty. Client agrees that CEI: (i) is a rebiller for goods and services Client purchases either directly or indirectly from any Providers pursuant to this Agreement; (ii) is not the designer, manufacturer, distributor or provider of goods and services; (iii) has not made and makes no representation or warranty, express or implied, with respect to any goods or services, including any warranty of merchantability or fitness for a particular purpose; and (iv) has no duty to warn Client (it’s clients) or any Provider about the condition, operation or use of any Vehicle or the appropriateness or practices of any Driver (except as otherwise expressly provided in any Addendum). Client agrees to look solely to the manufacturer or distributor of such goods and services and hereby waives any and all claims, including product liability claims, against CEI with respect thereto, and agrees that CEI is an independent contractor and not a fiduciary of Client.

4.2. Client Acknowledgements. Client acknowledges that (i) all Providers of goods or services under this Agreement are independent contractors and not agents or employees of CEI; (ii) CEI has no right or duty to inspect or review personnel qualifications, or otherwise screen Providers’ facilities, personnel or work performed by Providers’ personnel; (iii) information contained in some of the reports prepared in connection with the Services may be based upon statements and representations of Client or its Drivers or their designees; (iv) in providing the Services, CEI relies on the advice of and information from the Providers and other third parties as well as Client’s policies and procedures as communicated to CEI from time to time; and (v) CEI does not and cannot guarantee the accuracy of information reported or provided by third parties and/or Client (or its Drivers or designees).

5. Indemnity.

Client will indemnify, defend and hold harmless CEI and its related entities from and against any and all claims, losses, damages and liabilities of whatsoever kind or nature, including without limitation reasonable attorneys’ fees and taxes, arising out of or relating to (i) CEI’s performance of its obligations under this Agreement; (ii) the services provided by Providers or their employees, agents, or other representatives; (iii) goods purchased from Providers; (iv) Client’s failure to comply with its obligations under this Agreement; or (v) any vehicles operated by Client or Client’s clients. Client’s indemnity obligation includes without limitation, claims brought by Client’s clients arising out of or related in any way, whether directly or indirectly, to this Agreement or the services provided by a CEI entity. Client’s indemnity obligations are absolute and unconditional, include claims of negligence, strict liability and breach of warranty, but will not extend to the proportionate extent the liability is caused by the direct gross negligence, fraud or willful misconduct of CEI. This indemnity will survive termination of this Agreement.

6. Limitation of Liability.

CEI will not be liable for indirect, special, punitive or consequential damages arising in connection with this Agreement, nor will CEI incur any



liability with respect to the performance or non-performance of any Provider (including, without limitation, with respect to any erroneous information provided by such third parties). Except with respect to Client's indemnification obligations, the Parties' sole cause of action for any matters related directly or indirectly to this Agreement will be a contract action. **In no event will CEI's aggregate liability exceed the amounts of the fee actually paid by Client for the applicable service giving rise to liability in the 12 month period immediately preceding the event giving rise to such liability.**

7. Vehicles; Compliance with Laws.

With respect to all Vehicles in connection with which CEI provides any Services, Client will (i) cause such Vehicles to be operated in safe and lawful manner in compliance with all applicable laws at all times; (ii) maintain the minimum liability insurance required by law; and (iii) be responsible for all legally required inspections and maintenance.

8. Assignment.

8.1. By CEI. CEI may assign all or any part of its right, title, and interest in this Agreement, including all monies and claims for monies due and to become due to CEI under this Agreement.

8.2. By Client. Client will not assign any interest in this Agreement to any party without CEI's prior written consent. Any such consent will not relieve Client of its obligations to CEI.

9. Integration; Modifications; Signatures; Survival.

This Agreement, as amended from time to time, contains the entire understanding of the Parties. In the event of any inconsistency between this Agreement and any Addendum, the terms of the Addendum will prevail. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, other provisions of this Agreement will not be affected. Client may issue purchase orders related to the Services for administrative convenience, but such purchase orders will not amend or supersede this Agreement. Any supplements or amendments to this Agreement may be made only in writing signed by CEI and Client, and failure of either Party to enforce any right will not be deemed a waiver of such right. Execution of this Agreement and/or any Addendum by electronic signature will be as effective as manual execution. All provisions of this Agreement which, expressly or by their nature, are intended to survive the termination of this Agreement will so survive.

10. Watch Lists.

Client represents and warrants that it is not now and will not in the future be listed on any watch list maintained by the U.S. Treasury Department and will comply with the Patriot Act, international trade control and money laundering laws, as applicable, and provide the necessary information to identify such compliance with the foregoing upon request.

11. Use of Data.

11.1. Data Rights and Use. Client represents and warrants that it has obtained all required consents to provide information, including Driver information, to CEI. CEI and any Provider will only retain, use or disclose

personal information received from Client or Drivers to the extent necessary to perform the services for which the information was collected or provided. CEI may collect, use, copy, and distribute all such information and any data created in connection with this Agreement to: (i) provide Services under this Addendum and/or any other agreement between Client and CEI or its affiliates; (ii) enhance or improve the services CEI or an affiliate provides to Client; and (iii) assist third party service providers in providing services to Client, or (iv) when reasonably necessary, in CEI's sole discretion, to protect the rights, property, and safety of CEI, Client, Drivers, or others.

11.2. Use of Anonymized Data. CEI may compile, store, use, exploit, modify, and/or disclose data and vehicle information for any purpose, provided (i) the data and information will not be identifiable to Client or Drivers, or (ii) the data and information will be aggregated with that of other fleet clients. Client hereby grants to CEI a worldwide license to use anonymized data as specified in this section, irrevocably and in perpetuity. CEI will not attempt to disaggregate the data or re-associate it with a device without Client's consent, or unless legally compelled to do so.

12. Authorization/Binding Effect.

The Parties hereby represent that the execution and performance of this Agreement and any Addendum hereto is authorized and that any necessary approvals by their respective companies have been obtained, and that the person executing on behalf of such Party has the authority to bind their respective company to the terms hereof. This Agreement is binding upon and inures to the benefit of the Parties and permitted successors and assigns.

13. Governing Law and Jury Trial Waiver

This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to choice of law principles. **Both Parties waive any and all right to trial by jury in any action or proceeding arising directly or indirectly under this Agreement.** Any claims to enforce this Agreement will be brought in state or federal court in Maryland.

14. Notices.

Notice to Client will be sent by email or to the address set forth above. Notice to CEI will be sent to the address set forth above Attn: Legal Department or to such other address designated by CEI.

15. Exhibits.

The exhibits listed below are incorporated into this Agreement as if fully set forth herein. The Parties agree that each of the exhibits listed below will be deemed accepted by each Party upon such Party's execution of this Agreement. Unless otherwise expressly stated in an exhibit, the effective date of each exhibit listed below shall be the same date as the Effective Date of this Agreement.

Service Addendum for Collision Management

**SERVICE ADDENDUM 1-A
COLLISION MANAGEMENT**

1. Service Description.

CEI will provide collision services (the "Services") for vehicles designated by Client ("Vehicles"). The Services may include vehicle claims administration, appraisals, repair assistance, subrogation, rental car assistance and salvage disposal, with respect to damage arising from collision, fire, theft or otherwise, delivered by CEI or a Provider.

CEI will provide a collision management services driver packet for each Vehicle and prepare a report for each Vehicle collision for which it is notified. CEI can assist Client in obtaining temporary rental vehicles as replacement transportation while repairs are being performed on damaged Vehicles. Each rental will be in Client's name with billing to CEI. CEI may notify Client's insurance carrier of collisions reported to CEI. Failure to provide such notice will not result in any liability to CEI.

CEI will assist Client in obtaining recoveries from third parties due to damage to a Vehicle but will not assist in litigation. Any amounts recovered, reduced by the subrogation fee, will be held by CEI and paid to Client monthly. CEI may use subrogation funds as an offset against amounts owed to CEI by Client. Such amounts may be commingled with any funds of CEI or any Provider and will not accrue interest to Client. If a claim for damage to a Vehicle is denied by a third party's insurer and CEI determines that the claim is a candidate for arbitration, CEI may assist Client in arranging for arbitration of such claim. **CEI and any Providers disclaim any liability for, and makes no representation or warranty of any kind, whether express or implied, with respect to any arbitration service or any arbitrator(s).**

2. Client Obligations.

2.1. Client will designate the Vehicles to be enrolled in this program. Client will designate Trailers or other equipment separately from other Vehicles and Client agrees that each Trailer will be assigned its own unit number.

2.2. Client will provide CEI with any authorities or powers of attorney required by CEI in the performance of the Services.

2.3. Client will provide CEI with any information or materials it may reasonably request related to any collision and estimate of damage.

2.4. Client will direct its employees to comply with all instructions issued by CEI.

2.5. Client will pay CEI any applicable arbitration fees. Client agrees that such arbitration will not be available until Client executes the written agreement required by the third-party arbitrator.

2.6. For rental vehicles (including trailers and equipment), Client may either insure such vehicles or have the vehicle rental provider provide the required insurance. If Client provides the insurance, the policy for such insurance must name the vehicle rental provider and its designee(s) as an additional insured and use of rental vehicles will be subject

to the terms of the vehicle rental provider's rental agreements. Client will bear all risk of late return, loss, theft, and damage to rental vehicles.

3. Client Acknowledgements.

Client acknowledges that the Services are not a comprehensive collision management program. Client is responsible for determining the specific safety, compliance and regulatory requirements applicable to the operation of its Vehicles and any collisions. The Services are intended to lend administrative support to reduce Client's costs and driver downtime. Any recommendations made by CEI are offered in an advisory capacity and are not to be construed as legal advice.