

Website Terms and Conditions

In order to access and use the on-line extranet sites for any RAIR services, including, without limitation, RAIR Driver Qualification, Driver Log, CSA and DVIR services, (the “Sites”), users agree to comply with and be bound by the following terms and conditions, as well as our Privacy Statement and website Terms of Use:

1. In order to access and use the Sites, the user must be an authorized employee or representative of a client of Lytx, Inc., including a user of its RAIR Compliance Services, (“Lytx”) and have been assigned a user name and a password.

2. The Sites contain proprietary and confidential information of Lytx’s clients. The proprietary and confidential information is assembled and presented on the Sites as a service to Lytx’s clients and may be reviewed and used only by persons authorized by the Lytx client. In addition, in connection with your use of the Sites, you may receive confidential information and/or proprietary materials relating to Lytx (for example, the terms and pricing under your agreement are considered Lytx confidential information). Except for certain legal exceptions, you are prohibited from disclosing Lytx’s confidential information and proprietary materials to any third party without the prior written consent of Lytx and you may only use such confidential information internally for the purposes of using the Sites.

3. You are only permitted to use the Sites for your organization’s internal business purposes. You may not allow any other party, particularly direct competitors of Lytx, to access or use the Sites without obtaining Lytx’s prior written consent. In addition, you may not access the Sites for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. You may not (by yourself or through other parties)

modify, reverse engineer, incorporate or use in any other works, create derivatives of, or copy any portion of any Lytx software, or use such software for the benefit of any third party.

4. You are responsible for all activity occurring under your user accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Sites, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Lytx immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Lytx immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Site content that is known or suspected by you or your users; and (iii) not impersonate another Lytx user or provide false identity information to gain access to or use the Sites.

5. If you use the Sites in any unauthorized manner or fail to abide by these Terms and Conditions, Lytx, in its sole discretion, may terminate your password, account or use of the Sites. In addition, Lytx may terminate a free account at any time in its sole discretion.

6. The Sites also contain material that is owned by or licensed to Lytx, including but not limited to text, design, graphics, logos, service marks and other materials which are protected by copyright and other laws in both the United States and elsewhere.

7. The Sites, their contents and all products and services made available through the Sites are provided in accordance with the provisions (including warranties and liability limitations) of the applicable Service Agreement between Lytx and its client whose information is included in the Sites.

8. LYTX'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LYTX IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9. Lytx reserves the right to update or modify its Website Terms and Conditions, at any time and without prior notice, by posting the revised version on this site.