



## 1. TERMS AND CONDITIONS OF SALE AND LICENSES

- 1.1. These Terms and Conditions ("T&Cs") govern and are hereby incorporated in the Supplier's Subscriber Agreement and/or Order Form signed by the Customer named in the Agreement ("Customer") and are collectively, along with exhibits, schedules, invoices, addenda, or written and agreed upon amendments or modifications, referred to as "the Agreement".
- 1.2. The Agreement constitutes the entire agreement and understanding between the parties and supersedes all previous communications, representations or agreements, written or oral relating to the Services. All other terms, or variations to the T&Cs, conditions, term sheets or purchase orders are excluded unless agreed explicitly in writing by Supplier through a Director, Chief Financial Officer, Vice President or Financial Controller. Placement of a purchase order by the Customer, whether in writing, on the internet, or by e-mail shall mean acceptance of these T&Cs that are deemed incorporated in any purchase order and shall form the contract between the parties. Digital and/or physical signature by Customer shall be proof of agreement and the signature of Supplier is not required. Supplier reserves the right to perform a credit check on Customer within 15 days after receipt of the signed Agreement and before its execution by Supplier and propose and agree alterations.
- 1.3. These T&Cs shall apply to any additional orders from Customer accepted by Supplier for the same or materially similar Services.
- 1.4. Any waiver of a breach of the Agreement shall not be a continuing waiver and shall not prevent any claim of a breach of the same terms or any other term.
- 1.5. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (i) if given by personal delivery, upon such personal delivery, (ii) if given by nationally-recognized courier or mail service (in either case that has real-time or near-real-time tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service, or (iii) if given by fax, at the beginning of the next business day at the receiver's location, provided that the sender's fax device generates a confirmation that the fax arrived at the receiver's device and that there is no indication in the course of the transmission that the notice did not arrive at the receiver's fax device. The addresses for notice for each party are those in the Agreement or equivalent document. Either party may change its address for notice by notice to the other party.
- 1.6. The hardware, driver terminal, screens and accessories ("Product"), software (embedded in Product, applications or otherwise accessed via the internet) ("Software") and customer set-up, training and support services ("Support Services") (together "Services") provided by Supplier to Customer pursuant to this Agreement are solely for Customer's internal use and the data or output from the Services may not be resold or otherwise offered to or used by third parties.

## 2. DELIVERY, SHIPPING & INSTALLATION

- 2.1. Shipping or delivery dates of Product are best estimates only. Supplier reserves the right to make deliveries of Product in installments and shall not be liable for any loss or damage arising from late delivery or installation. Customer shall receive Product within 14 days of notification by Supplier of readiness for shipment.
- 2.2. The Customer acknowledges that it is aware that in order to install Product it might be necessary to drill holes and/or connect to the Vehicle's electrical system and agrees that Supplier shall not be liable for any costs, expenses or damages arising from such work.
- 2.3. In the event Customer, or its employees, representative or sub-contractors, perform installation, Supplier shall not be liable for any loss or damage, arising directly or indirectly, as a result of any negligence or failure to follow Supplier's instructions or lack of due care and Customer shall indemnify, defend and hold harmless Supplier and its directors, officers, employees, agents and affiliates from and against any claim of any kind that arises out of, or relates to, Customer's installation.

## 3. ACCESS RIGHTS, RISK OF LOSS, TITLE AND SECURITY INTEREST

- 3.1. Customer has the non-exclusive and non-transferable right to access and use the Software subject to the terms of this Agreement for the period from Customer's signature of the Agreement to the end of the Billing Period (defined in 8.4) in addition to any renewal periods. Customer grants Supplier a worldwide license to host, copy, transmit and display its data inputted into the Software and/or created by using the Services.
- 3.2. The Customer assumes the risk of any loss, fire, damage, and theft of Product upon shipment by Supplier to the Customer for use by Customer in accordance with this Agreement.
- 3.3. The Software includes software components, map data and related services licensed to Supplier by various entities (collectively, "Supplier's Licensors") and is provided with RESTRICTED RIGHTS. The Software is a proprietary product, and constitutes copyright ©1991-2016, of Supplier and Supplier's Licensors. ALL SUPPLIER'S RIGHTS ARE RESERVED UNDER THE COPYRIGHT LAWS OF the country in which Supplier is resident and international treaty. For purposes of any public disclosure provision under any federal, state, or local law, it is agreed that the Software is a trade secret and a proprietary commercial product and not subject to disclosure. All right, title and interest in and to the Software and all copies and duplicates thereof, and all related copyrights, trademarks, trade names, trade secrets rights and other intellectual property and proprietary rights and interests, are vested and remain in Supplier and Supplier's Licensors. Customer hereby grants to Supplier and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by it relating to the operation of the Services. Comments or feedback submitted by Customer to Supplier about, through or in connection with the Services shall become the property of Supplier and by sending such feedback, Customer agrees to a no-charge assignment to Supplier of all right, title and interest in copyrights and other intellectual property rights on a worldwide basis in and to such feedback, and whether or not such assignments are effective, Customer agrees that

Supplier is free to use any ideas, concepts, know-how or techniques that are sent to Supplier by Customer for any purpose on an unrestricted basis.

Notwithstanding delivery to the Customer and possession by the Customer of Product and the provision of access to the Software, Supplier AND Supplier's LICENSORS RETAIN THE LEGAL AND BENEFICIAL OWNERSHIP OF Product and the Software. Supplier is NOT transferring title or any ownership rights in Product or Software to the Customer and Supplier reserves all rights not expressly granted under these T&Cs.

The Customer shall not derive or attempt to derive the source code or structure of the Software by reverse engineering, disassembly, decompilation or other means. The Customer shall not decompile, disassemble, reverse engineer, port, translate, modify, copy, transfer, or make derivative works of the Software or attempt to gain unauthorized access to the Software or its related systems or networks. The Software and all materials and knowledge related thereto is obtained by the Customer and its employees and representatives in confidence and shall not be duplicated or disclosed or published by any such persons in any form, or reproduced, transcribed, imitated or simulated. The Customer shall take all reasonable steps to ensure it does not transmit worms or viruses or any code of a destructive nature that may affect the Product, Software, or Support Services or use any of them for inappropriate and/or illegal purposes.

Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Supplier promptly of any such unauthorized access or use. Customer agrees not to give or make available its usernames or passwords or other means to access the Services to any unauthorized individuals and remains responsible for all access to the Services via its usernames and passwords, even if not authorized by Customer. If Customer believes that a password or other means to access Customer's account has been lost or stolen or that an unauthorized person has or may attempt to use the Services, Customer must notify Supplier immediately.

The map data used by the Services and provided by Supplier's Licensors is subject to terms listed at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and for some more advanced Services at - <https://legal.here.com/en-gb/terms/end-user-license-agreement>, <https://legal.here.com/us-en/terms/end-user-license-agreement>, and <https://legal.here.com/en/privacy/policy/us/>. By entering into the Agreement, Customer agrees to be bound as an end user, by the above terms.

If a vehicle is repossessed, stolen or damaged and Product remains in the vehicle, the Customer's obligations under the Agreement continue.

Product may only be removed from a vehicle with Supplier's written permission. Customer may not sell, lease, abandon, sublicense, assign or otherwise transfer the Product.

At the end of the Term, Customer must contact Supplier to receive a return location for Product and must then at Customer's expense, uninstall, package and return Product to that address within 45 days of the end of the Term, in reasonable condition allowing for wear and tear. If Customer does not so return the Product, at Supplier's sole discretion, either the Agreement automatically renews for successive one month periods with the same T&Cs (including payment) until returned, or Customer shall be liable to pay the Supplier's then current non-return fee on receipt of invoice.

Where the Customer is purchasing Product as detailed on the Order Form, the legal and beneficial ownership of Product shall only pass to the Customer after payment in full to Supplier of the price of Product and Paragraphs 3.4, 3.9 and 3.10 will not apply upon Supplier's receipt of such payment in full. Customer grants and Supplier shall retain a security interest in the Product being purchased until Supplier receives Customer's final payment for purchase of the Product.

## 4. WARRANTY

Supplier warrants the Product and installation thereof shall for the Term of this Agreement conform with instruction manuals, user guides and other information provided by Supplier, or posted to its websites; provided, however, that such warranty is expressly limited as stated in this Agreement. This warranty does not cover associated components of Product including but not limited to antennae and cables. Further, Customer acknowledges and agrees that driver terminals and screens are only warranted for 12 months from the date of dispatch from Supplier to Customer.

Supplier warrants that the Software will for the Term of this Agreement function materially in conformance with instruction manuals, user guides and other information provided by Supplier, or posted to its websites provided, however, that such warranty is expressly limited as stated in this Agreement;

All warranty claims asserted by Customer must be in writing to Supplier and delivered in accordance with the notice provisions of Paragraph 1.5. Supplier may charge Customer a reasonable fee for a visit to a Site made in connection with an asserted warranty claim.

In the event of a warranty claim Supplier may at its discretion either (1) advise the Customer to obtain a RMA; adequately package and ship the Product to the address provided by Supplier and Supplier will then return the repaired or replacement Product to the Customer (at Customer's cost if the warranty claim or request for maintenance is not valid); OR (2) Repair, remove and/or reinstall the Product at an agreed location and time in which case Supplier shall be entitled to charge for travel costs and labor.

Under no circumstances will Supplier be liable for any costs and expenses incurred by a Customer (through a third party or otherwise), such as repair costs to a Product and/or a vehicle, in the event that the Customer does not first comply with its obligations herein giving Supplier the opportunity to verify any claim.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH AND SCHEDULE 1, SUPPLIER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY WITH RESPECT TO SERVICES OR ANY PART OF THEM, WHETHER EXPRESS OR IMPLIED, WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EFFECTIVENESS, COMPLETENESS AND ACCURACY ARE EXPRESSLY EXCLUDED, EXCEPT WHERE PROHIBITED BY LAW, AND WHERE PROHIBITED, ANY SUCH WARRANTY IS LIMITED TO THE MINIMUM WARRANTY AND PERIOD PROVIDED BY LAW. NO EMPLOYEE OR AGENT OF SUPPLIER HAS



THE AUTHORITY TO GRANT ANY OTHER WARRANTY TO CUSTOMER, WRITTEN OR ORAL. SUPPLIER DOES NOT WARRANT THAT PROVISION OF SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

- 4.7. The above warranties shall be null and void in the event of (1) any alteration, modification, or special configuration made (or attempted to be made) by the Customer to Product or Software or de-installation or installation of Product by the Customer without following Supplier's written instructions;(2) use of the Product or Software not in the ordinary course of business;(3) accidents, misuse, abuse, neglect, damage and tampering with Product or Software;(4) connection of Product to an improper voltage supply, or reception or transmission problems caused by inadequate or improper antenna (not provided by Supplier);(5) excessive water, weather or physical damage to Product; or (6) use of Product with accessories or devices not approved by Supplier.

- 4.8. Supplier may request that the Customer submit sufficient information to reproduce a Software defect.
- 4.9. The additional limited warranties stated in Schedule 1 will apply to the extent stated and are incorporated herein.

## 5. TELECOMMUNICATION CARRIERS & GPS

- 5.1. Communication used in the Services are provided by third party telecommunication providers ("TCs") and the Customer understands and agrees that: (1) Customer has no contractual relationship with any TC, (2) Customer is not a third party beneficiary of any agreement between Supplier and a TC, (3) TC's have no liability of any kind to Customer, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, (4) that messages may be delayed, deleted or not delivered, and (5) that TC's cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Services;

- 5.2. In the event that the Customer's use of Services results in excessive communications usage, Supplier shall be at liberty to suspend Services in relation to the relevant vehicle or asset, for a reasonable amount of time, on notice to the Customer, until Supplier is able to assess the cause and implement a solution.

## 6. AUTOMATIC RENEWAL & TERMINATION

- 6.1. The term of the Agreement is from signature of the Agreement by the Customer to end of Billing Period detailed in 8.4 and any renewal period thereafter ("Term").

- 6.2. At the expiration of the Term, the Agreement shall automatically renew for successive 12 month periods unless one party gives the other written notice at least 30 days prior to the expiration date.

- 6.3. A party may terminate the Agreement immediately if the other party is in breach of any of the material terms of the Agreement, and such breach is not cured within 90-days of being served a notice requiring the breach to be remedied.

- 6.4. Upon termination, the Customer shall not use the Services for any purpose.

- 6.5. Customer may terminate this Agreement before the end of the Term provided Customer pays Supplier (1) all unpaid fees for Services provided up to the date of termination, in full; and (2) all fees for Services that would have become due during the Term had the Customer not terminated early, discounted by three per cent (3%) to reflect net present value.

- 6.6. In the event that the Agreement relates to a test or trial of the Services and in the event that the Agreement does not continue after the test/trial, Supplier may charge the Customer de-installation charges and take any steps as provided for in Paragraph 7.2 in the event that the Customer does not return Product as provided for in Paragraph 3.10 (save that Supplier will pay the shipping costs). Otherwise these T&Cs apply to a trial until termination or expiry in accordance with its terms.

## 7. CUSTOMER DEFAULT AND SUPPLIER REMEDIES

- 7.1. In addition to Paragraph 6.3 above Customer shall be in material default in the event of any of the following ("Event of Default"): (1) Customer does not pay any amount due within 10 days of when it first becomes due; (2) Customer's failure to designate a bank account in accordance with Paragraph 8.6 of this Agreement (3) Customer is unable to pay its debts as they fall due or a petition in bankruptcy is filed or (4) Customer subjects Supplier staff to excessive abuse.

- 7.2. In the event of an Event of Default Supplier may, in addition to the other rights set forth elsewhere in the Agreement, do any of the following: (1) Suspend Services (and charge the Customer a re-activation fee should Services subsequently be re-activated); (2) Charge interest on fees that are due and payable at the rate of the greater of 1.5% per month or the highest rate permitted by law; (3) Terminate the Agreement and accelerate all sums due or to become due in connection with the Agreement as a fee for early termination; or (4) Demand that Customer return Product to Supplier or at Supplier's election charge Customer the fair market value of the Product.

## 8. PAYMENT/TAXES

- 8.1. Prices for the Services are only valid if set out in writing by Supplier and only for the period stated in any quotation or Agreement (or 30 days if not stated).

- 8.2. Unless otherwise stated on the Agreement, payment of all invoices shall be made within 30 days of the date of invoice or before any due date for payment detailed on the invoice.

- 8.3. All payments due to Supplier do not include taxes unless specifically stated. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Agreement.

- 8.4. Unless otherwise expressly stated in this Agreement the Billing Period begins upon issuance of the Software access keys (which generally occurs within 3 business days after the Product is shipped to the Customer) and continues for the number of months stated in the Agreement. The first periodic invoice will normally be issued at the start of the next calendar month. A partial month's billing for the month of Software key activation may be billed separately or included in the first periodic invoice. As the Customer has use of the Services from the date that the Software access keys are issued, the Customer expressly acknowledges that the actual installation date of the Product into a Vehicle is not relevant for commencement of the Billing Period. Additional features or Product subscribed to by the

Customer during the Term are billable once the additional feature has been activated or within 3 business days of the Product being shipped respectively. If the initially installed Product or added feature is later deemed to be defective resulting in the inoperability of the Product, then the CUSTOMER ACKNOWLEDGES THAT NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT ITS SOLE REMEDY WILL BE THE ADDITION OF AN EQUAL NUMBER OF DAYS OF FREE SERVICES FOR THE RELEVANT VEHICLE TO BE ADDED ON TO THE END OF THE TERM.

Any advance payments for Services will be set off against invoices rendered.

8.5. Unless otherwise detailed in the Agreement, all payments by Customer shall be made electronically through Customer's bank account designated in writing provided to Supplier in connection with this Agreement. Customer hereby authorizes Supplier to electronically withdraw the requisite cleared funds from Customer's designated bank account or otherwise debit Customer's designated bank account as payment for periodic charges for Services or other amounts due and owing to Supplier when such charges or amounts become due. Customer agrees to and will execute any further documentation that may be required to permit Supplier to make such electronic debits or withdrawals from said bank account. During the Term, Customer may change its bank account designation in writing to Supplier delivered in accordance with Paragraph 1.5 In the event that Supplier agrees to payment by check it reserves the right to electronically deposit any check from a copy of the check.

8.7. Customer acknowledges and agrees that Supplier may delegate administrative tasks, including without limitation invoicing, billing, collection, and receipt and application of payments, to a third-party service provider or affiliate. Customer agrees that such delegation by Supplier shall not affect, waive, release, or otherwise modify or amend Customer's payment obligations owed to Supplier under this Agreement, and Customer shall remain bound by the terms of this Agreement. Customer shall timely remit payment for Product, Software, and Services in the manner directed by Supplier.

## 9. INFORMATION

9.1. Each party must treat all information received from the other which is marked 'Confidential' or which would by its nature reasonably be expected to be confidential, as it would treat its own confidential information. Information that is to be considered confidential may include, without limitation, operational and technical data. This provision shall survive the termination or expiry of this Agreement by 2 years.

9.2. The Customer warrants that it will advise any user of a vehicle that the vehicle may be tracked and that the Customer will be able to produce historical reporting on the vehicle.

9.3. The Customer acknowledges that for quality control, security reasons and training, telephone calls between Supplier and the Customer may be recorded.

9.4. The data produced by use of the Services is the property of the Customer however, Customer grants Supplier the right (at no cost to Supplier) to use and to allow third parties to use anonymised location, time, speed and other information obtained from vehicles for traffic information, journey data analysis, mapping, fleet benchmarking or other related purposes. Customers who have OEM ('Original Equipment Manufacturer') lease and maintenance and/or insurance or leasing related services detailed in the Agreement consent to the provision by Supplier of data produced by the Services identified as the Customer's data, to the designated party.

9.5. Supplier and its business partners and/or carefully selected companies may use the Customer's information to keep the Customer informed about Supplier or 3<sup>rd</sup> party products and services. If the Customer does not wish to receive marketing information, the Customer must confirm this in writing to Supplier.

9.6. Customer authorizes and gives Supplier its consent to: (i) collect personal information (being consumer credit information and any other relevant information) about Customer ("Customer Information") from any person, institution or agency (including Customer's introducer, legal advisers, and referees), (ii) to provide Information (now or in the future) to credit reporting agencies, and (iii) to seek and obtain consumer credit references and reports to allow Supplier to assess any Customer application, manage Customer's account, recover any money that Customer owes to Supplier.

9.7. Customer will, to the extent that the Customer Information contains personal information and/or sensitive personal information about an individual (including an employee or contractor of Customer), procure from that individual all necessary consents required by law to enable that information to be used by Supplier and its agents. Supplier shall not be obligated to obtain any such consent and shall not be liable to any individual for Customer's failure to obtain any such consent as required by law.

## 10. LIABILITY

10.1. In no event shall Supplier be liable (whether in contract, tort, including negligence, or otherwise) for any indirect, incidental, consequential, general or exemplary damages, pure economic loss (whether direct or indirect), increased costs, lost revenues, profits, goodwill or data, or damage to property, whether suffered by the Customer or any other person, arising from or related to any act or omission of Supplier (whether in connection with this Agreement or otherwise).

10.2. Notwithstanding anything in this Paragraph 10, Customer's sole remedy, and Supplier's total liability to Customer, in respect of any defect or failure in any Product shall be limited, at Supplier's option, to the repair or replacement of the affected Product.

10.3. Supplier's liability (whether in contract, tort (including negligence) or otherwise) in respect of all claims for loss, damages or liability, including (but not limited to) claims in connection with this Agreement, will not in any circumstances whatsoever exceed: (1) in respect of Products, the liability specified in Paragraph 10.2; and (2) in respect of Services (other than Products) an amount equal to the fees paid to Supplier by Customer for the affected Services in the 12 month period immediately prior to the date liability first arose.

10.4. In no event will any measure of damages awarded in relation to this Agreement include, nor will Supplier be liable for, any loss or damage suffered by the Customer to the extent caused by: (1) any delay or failure by the Customer to perform its obligations under this



Agreement; (2) any accidental, negligent or willful act of the Customer, its agents or employees; and (c) defects in any products and/or services provided to Customer by a third party.

- 10.5. Customer's right to bring any claim or proceedings against Supplier in respect of any defect in, or failure of, the Services (or any part of them) is conditional upon the Customer promptly notifying the Supplier in writing of the defect or failure and giving Supplier a reasonable opportunity to investigate and remedy any defect or failure relating to the Services.
- 10.6. Notwithstanding anything in this Paragraph 10, Supplier shall have no liability whatsoever for (1) any single isolated failure of any Product or the Software; or (2) any delay in the provision of the Services that does not exceed 48 hours.
- 10.7. Customer agrees to indemnify, defend and hold Supplier harmless from and against any liability, loss, injury, demand, action, cost, expense or claim arising out of or in connection with any use or possession by Customer of the data produced by the Services and/or the improper or unauthorized use of the Services.
- 10.8. Supplier indemnifies the Customer from all costs and liabilities from any claim that the Services infringe any 3rd party intellectual property. Supplier may recall, exchange or modify Services or refund the Customer for any fees paid for Services, less pro rata usage cost. No refund shall be made for Services already paid for.
- 10.9. If the Customer becomes aware of any matter which might give rise to a claim against Supplier or the Customer concerning the potential infringement by Supplier, and/or the Services of any intellectual property rights of a third party the Customer shall immediately give written notice to Supplier of the matter and in connection with any proceedings related to the matter (other than against Supplier) allow Supplier the exclusive conduct of the proceedings and not admit liability in respect of or settle any matter without the prior written consent of Supplier, such consent not to be unreasonably withheld or delayed.

#### 11. GENERAL

- 11.1. The Customer and users of vehicles remain at all times responsible for observing all relevant laws and regulations in addition to codes of safe driving and Supplier will not in any event be liable for any fine, penalty, or punishment imposed. The Customer agrees to observe and abide by all applicable laws, ordinances, rules and regulations of the federal, state or local government and any agency or public authority thereof, and to hold Supplier harmless from liability or loss by reason of any asserted or established violation by Customer, its employees, agents or representatives. The Customer acknowledges and agrees that the Services must not be used in any way which would or may affect the ability of any driver of any vehicle to drive safely and in accordance with applicable laws and regulations. The Customer and users of vehicles are ultimately responsible for the vehicle and they should be aware of their surroundings at all times. In certain geographic areas one way streets, turn restrictions and entry prohibitions (e.g. pedestrian zones) are not recorded or displayed.

Supplier is not liable for any loss or damage caused by the acts or omissions of users of vehicles.

- 11.2. Customer acknowledges that it has not been offered any illegal or improper bribe, kickback, payment, gift, or other thing of value from and of Supplier's employees or agents in connection with this Agreement. Reasonable gifts or entertainment provided in the ordinary course of business do not violate the above restriction. In the event that Customer learns of any such violations, Customer will give notice of such violation to Supplier.
- 11.3. Supplier shall have no liability for a failure to provide or for delay in providing Services due directly or indirectly to causes beyond the control of Supplier or its subcontractors, including, without limitation, acts of God, or governmental entities, or of the public enemy, dismantling of the GPS network, termination of Services due to actions or omissions of a TC, including, but not limited to, deactivation/dismantling of a TC's networks, acts of the Customer, strikes, unusually severe weather conditions, interruptions of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier, or delays in Federal Communications Commission ("FCC") frequency authorization or license grant. If Supplier is unable to wholly or partially perform the Services for more than 30 days because of any cause beyond its control, Supplier may terminate the Agreement without any liability to Customer, other than refund of any amounts paid for Services which have not been provided.
- 11.4. If any provision of the Agreement shall be unlawful, void, or unenforceable, then that provision shall be deemed limited to the extent required to make it enforceable, or, if necessary, severed from the Agreement without affecting the validity and enforceability of the remaining provisions of the Agreement.
- 11.5. If the Services are being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government use, duplication, or disclosure by that party is subject to restrictions in subparagraph (b) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software--Restricted Rights at 48 CFR 52.227-19.
- 11.6. The Agreement is fully assignable and transferable by Supplier to any person or entity and shall inure to the benefit of such assignee or successor. Customer may not assign the Agreement without the prior written consent of Supplier.
- 11.7. Governing law and jurisdiction is as stated in Schedule 2.
- 11.8. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF THIS AGREEMENT BROUGHT BY ANY PARTY. THIS WAIVER APPLIES TO ALL SUBSEQUENT AMENDMENTS OF THIS AGREEMENT.
- 11.9. Paragraphs 4, 7, 10.1 to 10.7, 11.1 and 11.3 shall survive any expiration or limitation of this Agreement or its T&Cs.



## SCHEDULE 1

### Service-Specific Disclaimers and Special Indemnification

**Electrical Currents.** Product is comprised of electronic assemblies that consume electrical current and therefore a small drain on the vehicle battery may adversely affect vehicles not in regular operation. Supplier is not liable for any consequences of the battery drain associated with use of Services including a driver terminal and recommends that the vehicle battery be recharged periodically to ensure maximum performance and that driver terminals are disconnected overnight and/or when a vehicle is not in operation.

**Security of data transmission.** The Services are intended only for routine messaging and ascertaining of location, vehicle status and business information (i.e. not emergency or prevention of crime). Supplier cannot guarantee the security of wireless transmissions and the Customer agrees that it shall not be liable for any lack of security relating to the use of the Services. Customer is responsible for protecting and securing its usernames and passwords from unauthorized use. Supplier is not and shall not be responsible for protecting and securing Customer usernames and passwords

**Communications.** The Services may be temporarily refused, interrupted or limited because of atmospheric, terrain or other natural or artificial conditions, usage concentrations, upgrades, relocation or repairs of transmission networks.

**GPS.** The Services utilize GPS technology to establish geographic location information and it is improbable that GPS will have 100% coverage or functionality in any area at all times;

**Satellite Communications.** For Services that include the use of satellite communications the transmission and reception of satellite signals can be interrupted, distorted or otherwise adversely affected by the physical and geographic nature of the locality, the presence of buildings and other structures and features, natural and man-made radio interference and the effects of the atmosphere, and Customer shall not be entitled to make any claim against Supplier where the Subscription Service is adversely affected by any of the preceding matters. Connection, disconnection and reconnection of Satcomm Product may incur additional fees in accordance with the Supplier's then current pricing.

Further for Services that include the use of satellite communications Customer agrees that it shall be liable to pay Supplier for all Additional Satellite Airtime Charges for data used by Customer over and above the Satellite Airtime Data Plan allowance included in the Satellite Airtime Plan applicable to the relevant Satellite device and detailed on the Customer order. Satellite Airtime Plan data allowances and applicable Additional Satellite Airtime Charges are set out in [www.teletracnavman.com/satpricing](http://www.teletracnavman.com/satpricing). Supplier will not, and will not be obliged to, notify the Customer that it has exceeded, or is about to exceed, its applicable Satellite Airtime Plan data allowance. The charges for satellite communications are constantly changing. As a result of this, Supplier reserves the right to make reasonable changes to the applicable Additional Satellite Airtime Charges during the Term, but will only do so when it has good reason. In the case of a change Supplier will publish via an amendment to the links referenced above. The updated rates will apply from the date the updated rates are published thereon. The Customer should visit the relevant webpages regularly to identify any changes.

**Android Software.** Where Services include Android software, running third party software and/or applications on the same is strictly prohibited. Supplier accepts no liability for any claim, loss, damages, costs or actions (including attorneys' fees) related to the use of such third party applications and the CUSTOMER SHALL INDEMNIFY SUPPLIER FOR ANY OPERATION OF THIRD PARTY SOFTWARE AND/OR APPLICATIONS INCLUDING ASSOCIATED UNAUTHORIZED COMMUNICATIONS USAGE. This paragraph shall survive any expiration or limitation of this Agreement or its T&C.

**Third Party Information.** The Customer acknowledges that traffic, navigation, speed data, driver black spot, vehicle analytics, safe operating parameters, battery life, fuel data may contain inaccurate or incomplete information due to changing circumstances, sources used and the nature of collecting such data. Supplier will make reasonable efforts to procure the accuracy and completeness of information and reports supplied directly by third parties, but does not warrant the accuracy or completeness of them at all times. The format and content of third party reports to the Customer may be changed by the third parties.

**Messaging and Navigation Indemnification.** Where the Services include sending or receive messages to a Vehicle while starting, stopping, or in motion, Customer will cause its personnel to use the Services in a safe manner, giving due attention to the operation of equipment and avoiding any distraction caused by any messages. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER AND AFFILIATES FROM AND AGAINST ANY THIRD-PARTY CLAIM, SUIT, OR ACTION THAT ARISES OUT OF, OR RELATES TO, ANY FAILURE BY THE CUSTOMER TO COMPLY AS DETAILED. This paragraph shall survive any expiration or limitation of this Agreement or its T&C.

**Remote Disabling Capability; Indemnification.** Some Services incorporate a remote disabling feature that permits Customer or its agents to disable the starter of a Vehicle or otherwise immobilize such Vehicle. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER AND AFFILIATES FROM AND AGAINST ANY THIRD-PARTY CLAIM, SUIT, OR ACTION THAT ARISES OUT OF, OR RELATES TO, ANY DISABLING OF ANY VEHICLE THAT CUSTOMER, INITIATES OR APPROVES, OR TO WHICH CUSTOMER ACQUIESCES. This paragraph shall survive any expiration or limitation of this Agreement or its T&C.

**Panic Button/ Alert Functions/ Lone or Isolated Worker.** Some Services incorporate features that permits a Vehicle or an operator or other person to transmit a distress/alert message or similar message. Supplier makes no representation or warranty that any such messages will be received or have any particular effect or permit any person to operate safely in isolation from other persons or from resources such as fuel, food, water, medical assistance, or other essential resources or ensure security of a Vehicle. The Services are not a substitute for other means of security and safety including obtaining police, fire, medical, or other assistance. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER AND AFFILIATES FROM AND AGAINST ANY THIRD-PARTY CLAIM, SUIT, OR ACTION THAT ARISES OUT OF, OR RELATES TO, ANY USE OF, OR RELIANCE UPON, ANY SUCH FEATURE. This paragraph shall survive any expiration or limitation of this Agreement or its T&C.

**Access and Operation Restrictions.** Some Services incorporate a feature that permits an operator or other person to prevent a person from starting or otherwise operating a Vehicle or other device if the person does not have required credentials, identification, or other means of verifying identity, skill level, or other characteristics. This may be accomplished through communication by the hardware with one or more databases of authorized users, which communication might or might not be available. For example, an otherwise authorized user might be prevented from starting and/or operating a vehicle or other device if the hardware is out of a communications coverage area and has not received the user's credentials or authorization. This could result in, among other things, stranding of personnel or resources, inability to move vehicles or other equipment from a place of danger or from obstructing access to people, places, or things. This could also result in the deletion of an authorized operator not being received by a hardware unit and the denied party continuing to be able to start or operate a vehicle or device after revocation of such authorization. Customer should be sure that (a) all databases of users are duly and promptly updated, (b) any revisions to authorization information are transmitted while the hardware in the vehicle or other resource is in communication with the Services, and (c) alternative means of enabling access to, and starting and operation of, such vehicles or other items are available. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER AND AFFILIATES FROM AND AGAINST ANY THIRD-PARTY CLAIM, SUIT, OR ACTION THAT ARISES OUT OF, OR RELATES TO, ANY USE OF, OR RELIANCE UPON, ANY SUCH FEATURE. This paragraph shall survive any expiration or limitation of this Agreement or its T&C.



**Incident Buffer.** Supplier makes no representation or warranty that incident recording capability will record any particular incident or that the record, if any, of a particular incident, will be effective to support an insurance claim, recovery against a third party, or otherwise.

**DOT Reports and electronic logging devices (ELDs) (USA Only).** To the best of Supplier's knowledge the Services meet the requirements of FMCSA relating to the performance of on board recorders and ELDs, as it is presently written and effective in law and Supplier will ensure that the Services will continue to comply with the relevant laws and regulations in force from time to time.

**Temperature and Related Functionality.** Where the Services record or report temperature information, Supplier will have no liability for (a) any failure to notify Customer that goods are spoiled or might become spoiled or otherwise adversely affected by temperature, regardless of whether Customer or its agent(s) might have been able to remedy problem that caused spoilage or other adverse effect or (b) any failure of the Services to record – or otherwise constitute adequate proof for any purpose of – temperature maintenance.

**Maintenance Functionality.** Where the Services provide alerts or notices that maintenance or remedial actions are required with respect to any Vehicle, equipment or device Supplier will not be liable for any damage to any such asset or any other failure of any asset to be maintained. This exclusion of liability excludes both liability associated with damage to the asset itself and liability associated with the unavailability or failure of the asset.

**TPDIS (third party data integration services).** the Customer warrants that it has the necessary consent and authority from the relevant OEM (Original Equipment Manufacturer) or third party to provide Supplier unrestricted access to the data from, and to integrate with, the OEM or third party systems and acknowledges that the information displayed as a result is dependent on the existence and access to the OEM or third party systems which may or may not change and/or be available at any time and will provide Supplier access to and a royalty-free, non-exclusive, worldwide, transferable license to the data to OEM or third party data for the purposes of the TPDIS. Supplier makes no representation or warranty that the data provided by the Customer from any third party systems or source used for the purposes of TPDIS will be accurate, complete or available at all or that access to third party systems will be available or continuous. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER AND ITS AFFILIATES FROM AND AGAINST ANY THIRD-PARTY CLAIM, SUIT, OR ACTION THAT ARISES OUT OF, OR RELATES TO, ANY USE OF, INACCURACY OF, ABSENCE OF, OR RELIANCE UPON, ANY SUCH DATA OR INTERFACE WITH THIRD PARTY SYSTEMS (APPLIES TO 'ADAPTIVE INTELLIGENCE, SAFETY ANALYTICS, QTANIUM CONNECT AND SIMILAR SERVICES AND THEIR SUCCESSORS). This paragraph shall survive any expiration or limitation of this Agreement or its T&C.

**Vehicle Rollover Sensor.** Some Services may incorporate a vehicle rollover sensor feature that identifies when a Vehicle exhibits typical characteristics of a roll-over via the Software, but is not designed for use or authorised for use in and of itself as safety measure (preventative or otherwise), other than as a near or post incident alert. Any such use as a safety measure is at Customer's sole risk. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER AND ITS EQUITYHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND AFFILIATES FROM AND AGAINST ANY THIRD-PARTY CLAIM, SUIT, OR ACTION THAT ARISES OUT OF, OR RELATES TO, USE OF THIS FEATURE AS A SAFETY MEASURE. USERS OF VEHICLES AND THE CUSTOMER REMAIN AT ALL TIMES RESPONSIBLE FOR EXERCISING DUE CARE WHILST DRIVING VEHICLES AND OBSERVING ALL RELEVANT LAWS AND CODES OF SAFE DRIVING. This paragraph shall survive any expiration or limitation of this Agreement or its T&C.

**ViewIQ** In addition to the ViewIQ App terms of use accepted by ViewIQ users on download, Supplier does not warrant that ViewIQ will be compatible with all hardware and software which Customer's employees or contractors may use. Supplier shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to mobile devices), software, data or other property as a result of download, installation, access to or use of ViewIQ or obtaining any material from, or as a result of using ViewIQ. In the event of any inconsistency the ViewIQ terms of use take precedence.

**Promiles (third party service).** ProMiles ('PM') creates fuel tax reports based on Customer's data and state federal requirements. These reports are not guaranteed to be correct. Customer accepts responsibility to insure the accuracy of data received by PM to perform their services and the suitability of the reports generated by the services before submitting them to any state or federal agency. PM accepts no liability for any setbacks, financial or otherwise, incurred by using its services. Customer acknowledges PM services including PMOnline are provided "as-is" and agrees that there are no other warranties, guarantees, conditions, covenants or representations by PM as to marketability, fitness for a particular purpose or other attributes, whether express or implied (in law or in fact), oral or written. PM will provide reasonable IFTA audit support, via telephonic support and the use of PM audit reports to Customers who are actively enrolled in the services through this Agreement at no additional cost. PM will not be responsible and shall not be liable for the results of any such audit. It is the responsibility of the Customer to maintain compliance standards for IFTA filing purposes. PM shall provide in-person support for the audit at the Customer's request at the Customer's office or other such location. PM shall bill Customer an hourly rate of \$100 per hour plus all reasonable travel expenses. Unless as a result of PM's failure in the provision of its services, should Customer fail to provide complete, accurate or error free data for PM to provide its services and as a result PM reprocesses data and/or reports, Customer is liable to pay Supplier a fee of \$150 per hour for each hour PM spends reprocessing such data or reports.

**Fuel Tracker (third party service).** Mirenc, Inc ('Mirenc') creates fuel monitoring reports based on use of Corrtch, Inc's ('CorrTech') sensors and Customer's data. These reports are not guaranteed to be correct. Customer accepts responsibility to insure the accuracy of data received by Mirenc to perform their services and the suitability of the reports generated by the services before submitting them to any authority. The warranty for the CorrTech sensors is 3 years from the date of dispatch from Supplier to Customer.

**DashCams (third party product).** DashCams are purchased from Intelligent Telematics (UK) Ltd ('IT') and invoiced to Customer by Supplier on behalf of IT unless otherwise detailed. The data generated is only retained for 6 months on the Software and should Customer require access after 6 months the Suppliers standard fees will apply. The information generated from DashCams should only be used for internal business purposes and in accordance with the applicable laws and regulations of the jurisdiction in which the Customer operates. The SIM card should be used exclusively for the operation of the DashCam. The warranty for the DashCam is 3 years from the date of dispatch from IT or Supplier to Customer. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER AND ITS EQUITYHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND AFFILIATES FROM AND AGAINST ANY THIRD-PARTY CLAIM, SUIT, OR ACTION THAT ARISES OUT OF, OR RELATES TO, THE MISUSE OF A DASHCAM. This paragraph shall survive any expiration or limitation of this Agreement or its T&C. Customer acknowledges that Supplier has the right to follow up on behalf of IT as it pertains to collection of amounts owing and recovery of DashCams.



## SCHEDULE 2

<b>If you are domiciled in:</b>	<b>You are contracting with:</b>	<b>Notices should be addressed to:</b>	<b>The governing law is:</b>	<b>Parties agree to submit to the exclusive jurisdiction of the designated courts:</b>
The United States of America, Canada or a country in Central or South America or the Caribbean or any other country not listed below.	Teletrac Navman US Ltd. or Fleet Management Solutions, Inc. as noted on the applicable Order Form	2700 Patriot Blvd. Suite 200 Glenview, IL 60026 Attn: Chief Financial Officer	State of Illinois (without giving effect to the conflict of law provisions State of Delaware (FMS only)	Illinois courts sitting in Lake or Cook Counties or the United States District Court for the Northern District of Illinois. State or Federal courts having within their jurisdiction in Delaware (only FMS)
The Republic of Mexico	Navman Wireless Mexico S de R.L. de C.V.	Calzada San Pedro #100 Col. del Valle, San Pedro Garza Garcia, Nuevo León, México 66220, Attn: VP Sales	Laws of The Republic of Mexico	Courts of Monterrey, Nuevo Leon
A country in the United Kingdom or Europe	Teletrac Navman (UK) Ltd,	1 <sup>st</sup> floor, Kestrel House, Kents Hill Business Park, Milton Keynes, MK7 6TT, UK Attn : Managing Director	Laws of England and Wales	English courts
Australia	Navman Wireless Australia Pty Ltd.	Ground Floor, 16 Giffnock Avenue, Macquarie Park, NSW 2113, Australia Attn : Finance Director	Laws of New South Wales	Courts of New South Wales
New Zealand, Fiji and other Polynesian countries	Navman Wireless New Zealand	7-11 Kawana Street, Northcote, Auckland, 0627, New Zealand Attn : Finance Director	Laws of New Zealand	New Zealand courts

The United Nations Convention of Contracts for the International Sale of Goods and if in the USA the Uniform Computer Information Transactions Act shall not apply to this Agreement.