

## 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.
- 2.4. The cost of installation is included if installation is conducted within 30km of a site of a Supplier accredited installer. The Supplier may charge Customer a reasonable fee if installation is required outside this range, or where the Customer is purchasing Product, or for the de-installation or re-installation of Product from/to Vehicles.
- 2.5. The Customer acknowledges that it shall provide reasonable access to its vehicles for installation during general business hours; Monday to Friday. The Supplier may charge Customer a reasonable fee for work completed outside these hours.

## 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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 believe 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.
- 3.7. 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.
- 3.8. If a vehicle is repossessed, stolen or damaged and Product remains in the vehicle, the Customer's obligations under the Agreement continue.
- 3.9. 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.

3.10. 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.

3.11. 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. Paragraphs 3.4, 3.9 and 3.10 will not apply upon Supplier's receipt of such payment in full and the warranty below in Paragraph 4.1 for the Product shall only be for 12 months from the date of dispatch from Supplier to Customer. 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**

4.1. 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.

4.2. 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;

4.3. 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 if Customer requests that the warranty work be performed at a location more than 30 kilometres away from the nearest Dealer premises.

4.4. The Customer acknowledges that it shall provide reasonable access to its vehicles for remedial work required on Product during general business hours; Monday to Friday. The Supplier may charge Customer a reasonable fee for work undertaken outside these hours

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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.

4.9. Supplier may request that the Customer submit sufficient information to reproduce a Software defect.

4.10. The additional limited warranties stated in Schedule 1 will apply to the extent stated and are incorporated herein.

4.11. The parties acknowledge and agree that: (1) the Services are being acquired for the purposes of a business; (2) the Consumer Guarantees Act 1993 ("Act") does not apply to the provision of the Services, the T&Cs or the Agreement; (3) Supplier and the Customer are, and the Services are supplied and acquired, in trade; and (4) Supplier and the Customer agree to contract out of the provisions of the Act; and (5) it is fair and reasonable that the parties are bound by this Paragraph 4.11.

#### **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, and, at Supplier's option, Supplier shall have the right to charge Customer for any extra data fees incurred by Supplier due to Customer's excessive usage.

#### **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 remain active under these Terms and Conditions indefinitely and may be terminated for any reason by either Party on ninety (90) days' notice.

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. The fees set forth in an Order shall be subject to an annual adjustment based on the increase in the Consumer Price Index (CPI). The adjustment will be calculated as follows:

(a) Reference Index: The Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, shall be used as the reference index. If the CPI-U is discontinued or materially altered, the Parties shall agree upon a comparable index published by a reputable source.

(b) Adjustment Calculation: On each anniversary of the effective date of this Agreement, the fees shall be adjusted at Teletrac's option by a percentage equal to the increase (if any) in the CPI-U over the preceding 12 months ending with the most recent month available prior to the adjustment date.

(c) Cap on Adjustment: The annual adjustment shall not exceed 2.5% in any given year, or 7.5% during any three year -period if Teletrac elects to delay the imposition of a price increase during a given year until a later year.

8.3. In addition to the increases set forth above in section 8.2, Supplier may increase the Prices for the Services from time to time by giving Customer at least 30 days' prior written notice prior to the end of the current Term, with such increases to take effect at the beginning of the next Renewal Term.

8.4 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.

8.5 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.

8.6. 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.

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

8.8. 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 cheque it reserves the right to electronically deposit any cheque from a copy of the cheque.

8.9. 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 customer data that has been aggregated and/or anonymized and data and information related to Customer's use of the Services that is used by Supplier ("Resultant Data") in an aggregate or anonymized manner, including, without limitation, to compile statistical and performance information related to the provision and operation of Supplier Services. In furtherance of the foregoing, and to the extent such right, title and interest does not automatically vest in Supplier as a matter of Law, Customer hereby unconditionally and irrevocably assigns to Supplier license to utilize the Resultant Data for any legal purpose. The rights assigned under this clause shall survive termination of this Agreement. Additionally, 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. Nothing herein excludes Supplier's liability for fraud or fraudulent misrepresentation or for any other liability which may not be excluded by law.
- 10.8. 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.
- 10.9. 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.
- 10.10. 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 spectrum 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. 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.
- 11.6. Governing law and jurisdiction is as stated in Schedule 2.
- Paragraphs 4, 7, 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 (USA Only).** To the best of Supplier's knowledge the Services meet the requirements of FMCSA Regulation 395.15 Paragraph (i) relating to the performance of on board recorders, as it is presently written and effective in law and Supplier will use best endeavors to ensure that the Services will continue to comply with the relevant laws and regulations.

**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.

**Electronic Road User Charging (ERUC) Services.** Where Supplier provides Customer with ERUC Services: (a) provision of the ERUC Services is subject to the requirements of the Road User Charges Act 2012 (NZ) (**Act**) and subject to Supplier remaining an electronic system provider (**ESP**) for the purposes of the Act; (b) Customer must provide Supplier with all information reasonably requested by Supplier in its capacity as an ESP, including any information relating to Customer and its personnel which Supplier is required to provide to the New Zealand Transport Agency (**Transport Agency**) under the Act; (c) Customer must not, and must not permit any person (including its personnel) to, install, remove, repair or modify any electronic distance recorder or any other equipment provided to Customer by Supplier for the purposes of issuing or displaying any electronic distance licence (as those terms are defined in the Act) (**Distance Equipment**); (d) Customer: (i) must regularly inspect all Distance Equipment to ensure the Distance Equipment is working correctly and is not damaged, and must not tamper (or attempt to tamper), physically or electronically, and whether for the purposes of avoiding payment of road user charges or otherwise, with any Distance Equipment (including cables and power sources); (ii) where it is, or ought reasonably to be, aware, or has grounds to suspect, that any Distance Equipment has, or may have, malfunctioned or failed to operate correctly (including as to calculating correct vehicle distance travelled or road user charges payable), or been damaged or tampered with, must report that immediately to Supplier; and (iii) acknowledges that Supplier is under obligation to report to the Transport Agency where Supplier knows, or has reasonable grounds to suspect, that: (A) any Distance Equipment has, or may have been, tampered with; or (B) distance accuracy from an electronic distance recorder deviates from the actual distance travelled, and to provide details of the person and/or vehicle involved in the circumstances described in this subparagraph (iii); (e) if Customer fails to pay any fee or other amount payable in respect of the ERUC Services (including any fee for an RUC licence), Supplier may cease to provide the Electronic RUC Services (or any part of them) until the Customer has paid all outstanding amounts in full; and (f) Customer authorises Supplier to provide to the Transport Agency anonymous aggregate traffic or transport

information relating to Customer and its personnel's use of the ERUC Services. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER AND AFFILIATES FROM AND AGAINST ANY LOSS OR DAMAGES SUFFERED BY SUPPLIER, AND ANY THIRD-PARTY CLAIM, SUIT, OR ACTION AGAINST SUPPLIER THAT ARISES OUT OF, OR RELATES TO, ANY BREACH BY CUSTOMER OF THE PROVISIONS OF THIS PARAGRAPH.

#### **EDR2 & EDR2 Mounting Kit**

Install Guide Instructions: where Customer (or Customer's agent) uses or installs EDR2 devices and EDR2 Mounting Kit: (a) Customer (or Customer's agent) must read Supplier's EDR2 Customer Installation Guide, Supplier's EDR2 Mounting Kit Guide and any other relevant documentation published or provided by Supplier (as updated from time to time) ("EDR2 Install Guide" and "EDR2 Mounting Kit Guide") before installing EDR2 devices and EDR2 Mounting Kit, and must comply (and must ensure that its agents comply) with the EDR2 Install Guide, EDR2 Mounting Kit Guide and the Customer's quality assurance and other internal procedures at all times. In particular Supplier will not be liable to Customer for Customer's (or Customer's agent's) failure to correctly install the unit; (b) the EDR2 Install Guide (including its disclaimers) and EDR2 Mounting Kit Guide (including its disclaimers) applies to the provision, installation and use of EDR2 devices and EDR2 mounting kit; (c) When performing wheel, tyre, hub or general trailer maintenance, it may be necessary for Customer (or Customer's agent) to deinstall and reinstall the EDR2 device and Mounting Kit. Customer (or Customer's agent) must read and comply with EDR2 Install Guide and EDR2 Mounting Kit Guide prior to any deinstallation or reinstallation.

Disclaimer: Supplier's warranty does not apply to any EDR2 devices and EDR2 Mounting Kit which have been subject to misuse, neglect, accident, modification, incorrectly installed or which have been altered; Supplier's warranty and liability shall not apply in the event that Customer is using brackets or any other parts which were not provided directly by the Supplier; Supplier shall not be liable to any damages or losses arising as a result of factors which are beyond Supplier's control, including but not limited to: (a) damage occurring as the result of road conditions, road hazards or an accident; (b) damage arising as a result of detachment of the EDR2 devices from the wheel; (c) any kind of damage to EDR2 device occurred due to improper installation, deinstallation or maintenance; (d) when EDR2 is installed on wheels that have been mounted with accessories or adapters; (e) when EDR2 is installed with incorrect mounting bracket for the wheel; (f) cellular and GPS network coverage and operation; (g) location of installation of the device ; (h) installing the device in a position where the device may be: (i) subject to excessive heat or vibration; (ii) out of sight of the sky; (iii) subject to impacts or crushing damage, may affect the operation of the device or void the device's warranty; (i) the device must remain under the Customer's control at all times and daily visible checks of the EDR2 device are recommended to ensure that no visible damages caused; (j) Supplier's usual uptime service levels do not apply to EDR2 devices; SUPPLIER SHALL HAVE NO LIABILITY WHATSOEVER TO THE CUSTOMER WHERE THE CUSTOMER HAS FAILED TO COMPLY WITH ANY OF THE ABOVE; and (i) 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 WITH THE ABOVE.

**Teletrac Navman Asset Tracking Sensors (ATS):** Where Customer uses ATS devices: (a) Customer must read Supplier's Asset Tracking Sensor – ATS1/ATS2 Quick Start: Installation Guide and any other relevant documentation published or provided by Seller (as updated from time to time) ("ATS Install Guide") before installing ATS devices, and must comply with the ATS Install Guide at all times. In particular Supplier will not be liable to Customer for Customer's failure to correctly install or replace batteries in the unit, or for water ingress into the unit due to Customer's failure to correctly seal or reseal the unit; (b) the ATS Install Guide (including its disclaimers) applies to the provision and use of ATS devices; (c) the correct operation of ATS devices is dependent on the following factors which Customer acknowledges are beyond the Supplier's control: (i) cellular and GPS network coverage and operation; (ii) location of installation of the device on the asset; (ii) battery life; and (iv) the ATS device's default settings (which favour battery life over GPS accuracy); (d) events may not be reported immediately, or may be inaccurately reported, particularly if the device is not connected to the cellular or GPS networks at the time the event occurs; (e) installing the device in a position where the device may be: (i) subject to excessive heat or vibration; (ii) out of sight of the sky (e.g. under, or inside an enclosed, asset); (iii) subject to impacts or crushing damage, may affect the operation of the device or void the device's warranty; (f) the device must remain under the Customer's control at all times; (g) Supplier's usual uptime service levels do not apply to ATS devices; (h) SUPPLIER SHALL HAVE NO LIABILITY WHATSOEVER TO THE CUSTOMER WHERE THE CUSTOMER HAS FAILED TO COMPLY WITH ANY OF THE ABOVE; and (i) 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 WITH THE ABOVE.

**BYOA (Bring your own Apps):** Where Customer (or any of its personnel) requests Supplier to install and run on Product any application that is not provided to Customer by Supplier (third party app), and Supplier agrees, the following terms apply: (a) the third party app will not be supported by Supplier (and will may not be updated by Supplier "over the air" or otherwise); (b) Supplier makes no warranty whatsoever that the third party app will run correctly or reliably on Product (even if a previous, or subsequent, version of the third party app has, or does, run correctly and reliably); (c) Supplier may require the Customer to delete the third party app from the Product and/or or render it non-functioning with the Software at any time without giving notice to Customer; (d) Customer is responsible for payment for the third party app and any upgrades to it, and for all data used by it; (e) Supplier will not be liable for any malfunction of, or adverse effect on, the Product or Software caused by the third party app; (f) Supplier does not guarantee protection of data from access by third parties provided by Customer, nor shall Supplier be held liable for an security breaches that may arise where Customer has opted to deploy third party applications; (g) 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 THIRD PARTY APP.

**BYOD (Bring your own Device):** Where Customer (or any of its personnel) request the Supplier to make available Supplier applications to be installed and run on Customer provided hardware (third party device); and the Supplier agrees, the Following terms apply: (a) The third party device will not be supported by Supplier (b) Supplier makes no warranty whatsoever that the Supplier provided applications will run correctly or reliably on Customer provided third party device, nor will Supplier guarantee that updates to provided applications will run on Customer third party device, (c) Supplier will not be liable for any malfunction or adverse effect on the client provided third party device; (d) Customer is responsible for payment of development work required to ensure Supplier provided software works on Customer provided device; (e) Supplier will not be responsible for any data charges associated with third party device; (f) Supplier does not guarantee protection of data from access by third parties provided by Customer, nor shall Supplier be held liable for an security breaches that may arise where Customer has opted to provide hardware; and (g) 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 THIRD PARTY DEVICE.

<b>SCHEDULE 2 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.	Navman Wireless North America Ltd. or Teletrac, Inc., or Fleet Management Solutions, Inc, as noted on the applicable Order Form	2700 Patriot Blvd. Suite 200 Glenview, IL 60026 (Navman Wireless) 7391 Lincoln Way, Garden Grove, CA 92841-1428 (Teletrac or FMS) Attn: Chief Financial Officer	State of Illinois (without giving effect to the conflict of law provisions) (Navman Wireless) State of Delaware (Teletrac or FMS)	Illinois courts sitting in Lake or Cook Counties or the United States District Court for the Northern District of Illinois (Navman Wireless) State or Federal courts having within their jurisdiction in Delaware (Teletrac or 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, Mexico Attn: VP Sales	Laws of The Republic of Mexico	Courts of Monterrey, Nuevo Leon
A country in the United Kingdom or Europe	Navman Wireless UK Limited or Teletrac Navman (UK) Ltd, as noted on the applicable Order Form	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.	Teletrac Navman PO Box: 307 North RYDE NSW 1670 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	Teletrac Navman PO Box: 302735 Auckland 0632 New Zealand Attn: Finance Director	Laws of New Zealand	New Zealand courts

## DASHCAM ADDENDUM

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. In no event shall Supplier be liable for any Sudden Onboard Data loss events due to an accident involving a vehicle in which a DashCam is installed. 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.

Netradyne DashCams. DashCams purchased from Netradyne, Inc. are invoiced to Customer by Supplier on behalf of Netradyne unless otherwise agreed to between Customer and Supplier. All agreements involving Netradyne DashCams are contracts to purchase, and Customer agrees to purchase, not rent, the DashCams at issue. The contract term for all agreements involving Netradyne DashCams is 36 months, and all agreements involving Netradyne Dashcams are subject to a DashCam warranty period of 36 months. The monthly service cost for a Netradyne DashCam is based upon the selected service tier. Video events recorded on Netradyne DashCams are stored in the cloud for 90 days, upon expiration of which time they are deleted. Customer has the right to manually download and store any video event recorded, subject to the applicable laws and regulations of the jurisdiction in which the Customer operates. The information generated from Netradyne 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.

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 NETRADYNE DASHCAM. Notwithstanding anything in this agreement, Supplier shall have no liability whatsoever for the failure of AI facial recognition technology to identify vehicle drivers who have been previously mapped or identified due to conditions outside of Supplier's control, including but not limited to poor lighting, facial angle, or head or facial accessories. Further, Supplier shall have no liability whatsoever in the event that any camera's AI technology fails to capture and/or alert to an event such as a car accident or traffic violation.

The terms relating to Netradyne DashCams shall survive any expiration or limitation of this Agreement or its T&C. Customer may only terminate an agreement involving Netradyne DashCams upon 60 days written notice. At the expiration of the Term, agreements involving Netradyne Dashcams shall automatically renew for 12 months unless one Party gives the other written notice of intent not to renew at least 60 days prior to the expiration date. If Customer chooses to terminate the agreement prior to the end of the term, the following cancellation fees will apply to each Netradyne DashCam purchased:

Renewal Period	Within First 12 Months	Between 12 and 18 Months	Between 18 and 24 Months	Between 24 and 36 Months	After 36 Months
Cancellation Fee for subscriber for each camera	\$450.00	\$350.00	\$300.00	\$200.00	\$0.00

IQ DashCams. The IQ Camera Standard and Advanced service tiers include the following storage and video event access levels – per device per month. The Standard and Advanced service tiers will be configured at the Standard Definition video resolution as the default setting. This is the recommended setting to maximize event access and video resolution.

- Increasing resolution settings will reduce the number of events that can be downloaded.
- Reducing resolution will increase the number of events that can be downloaded.

The impact of increasing or decreasing resolution is depicted in the 1080p (Full HD) and 180p (Low Definition) columns in the table below. The IQ Camera will continue to record normally when these thresholds have been exceeded, but the customer's access to video downloads will be restricted by Teletac Navman's system. The customer should contact Teletac Navman 24-hour support to initiate a video retrieval request.

	Default IQ Camera Configuration		
Video Resolution	1080p (Full HD)	480p (Standard Definition)	180p (Low Definition)
Approximate Hours of on-device storage	25	100	400
Video Event downloads	100	350	1,400
Video download minutes	15	60	250
Monthly Driving Hours (Low)	7	24	100
Monthly Driving Hours (High)	12	45	180

It is recommended that OTR operators select Upgraded Event Access Subscription as they often spend ~300 hours driving monthly

Data Privacy Notices and Consents. Customer acknowledges that under applicable Data Protection Laws, notices may be required to be provided and/or consents may be required to be obtained from end users prior to the collection and/or processing of certain categories of Personal Information, including, without limitation, special and/or sensitive categories of data in the delivery of Services by Supplier as provided in the Agreement. Customer hereby agrees and warrants that it is solely responsible for the provision of any required notices and the collection of any required consents from its end users under applicable Data Protection Laws. Customer further agrees to hold harmless and defend Supplier and all of its present and future affiliates, officers, directors, employees, contractors and agents from and against any claims, demands, damages, costs, expenses, suits, losses, or liabilities of any type, including attorneys' fees and costs and all other similar fees, costs and expenses (collectively, "Losses"), arising from or related to Customer's failure to provide any notices or obtain any consents required under applicable laws in order for Supplier to deliver the Services as provided in the Agreement.



**Please read and keep this copy for your records.**

## Definitions

“Account” means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

“Agreement” means this Direct Debit Request Service Agreement between you and us.

“Business day” means a day other than a Saturday or Sunday or a public holiday listed throughout New Zealand. “Debit day” means the day that payment by you to us is due.

“Direct debit request” means the Direct Debit Request between us and you.

“Us” or “we” means Navman Wireless New Zealand (“Navman Wireless”), the Debit User you have authorised by signing a direct debit request. “You” means the customer who signed the direct debit request.

“Your financial institution” is the financial institution where you hold the account that you have authorised us to arrange to debit.

## 1. Debiting Your Account

1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.

1.3 If the debit day falls on a day that is not a business day we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## 2. Changes By Us

2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.

## 3. Changes By You

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on

3.2 If you wish to stop or defer a debit payment you can either:

a) give us reasonable notice in writing that you wish to do so; or b) arrange it through your financial institution.

3.3 You may cancel your authority for us to debit your account at any time by either:

- a) giving us reasonable notice in writing; or
- b) arranging it through your financial institution.

## 4. Your Obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

- a) you may be charged a fee and/or interest by your financial institution;
- b) you may also incur fees or charges imposed or incurred by us; and
- c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check with your account statement to verify that the amounts debited from your account are correct.

4.4 If Navman Wireless is liable to pay goods and services tax (“GST”) on a supply made in connection with this agreement, then you agree to pay Navman Wireless on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (+64 9) [4810514] and confirm that notice in writing to us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take this up with your financial institution direct.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

## 6. Accounts

6.1 You should check:

- a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions. b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

## 7. Confidentiality

7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- a) to the extent specifically required by law; or
- b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

## 8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement you should write to Teletrac Navman PO Box: 302735 Auckland 0632 New Zealand Attn: Finance Director.

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.

8.3 Any notice will be deemed to have been received two business days after it is posted.