

Cartrack Terms and Conditions

1. GENERAL TERMS AND CONDITIONS

- 1.1 These Cartrack Terms and Conditions (the "Terms") together with each Services Order Form, which references and incorporates these Terms, including any addenda to such Service Order Forms, shall comprise the Agreement ("Agreement") between Cartrack (which for the purposes of this Agreement shall include its affiliates) and the Customer ("Customer") identified on the Services Order Form.
- 1.2 These Terms shall govern the relationship between the parties in respect to the Cartrack services ("Services"), rendered to the Customer, as specified on the Services Order Form.
- 1.3 This Agreement constitutes the whole agreement between the parties regarding the matters regulated by the Agreement. No Party will be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. The Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.
- 1.4 All other terms, conditions and variations to these printed Terms, term sheets, order forms or purchase orders shall be of no force and effect unless Cartrack and the Customer agree in writing. Such agreement shall be signed by the authorized representatives to incorporate such additional terms into this Agreement.
- 1.5 Unless otherwise expressly agreed to by the parties in writing, additional Services are subject to the terms and conditions expressly incorporated by reference into the Service Order Forms governing such additional purchases.
- 1.6 If any part of this Agreement should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected.
- 1.7 The Customer acknowledges and agrees that the Services Order Form (as well as any amendment or addendum thereto to the Terms or to any other Services Order Form and any other agreement or arrangement between Cartrack and the Customer) may validly be signed electronically by either party, including in the form of an electronic signature generated by DocuSign (or any other similar service as may be freely determined by Cartrack).
- 1.8 Where the Customer has entered into an oral contract concluded via telephone ("Voice-Logged Contract") between the Customer and Cartrack, for Cartrack Services, the Customer agrees that the terms of this Agreement will apply in all respects to the Services which the Customer telephonically requested and which Cartrack agreed to provide to the Customer. The Customer will be furnished with a copy of this Agreement via e-mail or post upon the conclusion of the Voice-Logged Contract. Should the Customer dispute any term contained herein, it shall have seven (7) days from receipt of the Agreement to dispute such term, failing which the Customer will be deemed to have accepted the terms of this Agreement.
- 1.9 Any notice to be given in respect of this Agreement by either of the parties shall be in writing and delivered to the registered office or principal place of business of the other, or any other address as expressly nominated by the parties, from time to time.
- 1.10 By signing the agreement, you also consent to receive text messages sent by an automatic telephone dialing system. Consent to these terms is not a condition of purchase.

2. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

- 2.1 Prices, which are expressed in US Dollars, are only valid if expressed in writing by Cartrack and only for the period stated in the Service Order Form.
- 2.2 In the event that the Customer selects to buy the Equipment from Cartrack, the Customer will be billed for the Equipment upon acceptance of the Service Order Form, payment of which shall be due on presentation. The Subscription fees shall be payable in advance on or before the first day of each and every successive month, with a monthly pro rata fee on the day of the Subscription Start Date.
- 2.3 The Service Term shall commence upon delivery of Equipment to Customer and if necessary, as evidenced by shipping carrier documented delivery date. Such date shall be deemed the Start Date.
- 2.4 Should the Customer not elect to pay via direct debit or credit card, payment of all amounts shall be made within fifteen (15) days of the date reflected on the invoice, unless otherwise agreed. If any payment is not made by the Customer by the due date, Cartrack reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance.
- 2.5 Any failure by the Customer to make timely payment of any obligation under this Agreement shall be deemed a breach of these terms and may result in the cancellation of the Agreement by Cartrack. The Customer agrees to reimburse Cartrack for all charges, costs, expenses and attorney's fees incurred to enforce or collect any and all amounts due under this Agreement.
- 2.6 In the event that the Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Cartrack within thirty (30) days of the billing date, describing the amount, issue and the reason for the dispute. Any amount not disputed within this time frame will be deemed to be undisputed, owing and due. Cartrack and the Customer

both jointly undertake to expeditiously resolve any dispute. No credit or refund shall be made for Services already provided to the Customer.

- 2.7 The Customer agrees to notify Cartrack within thirty (30) days of any change in the Customer's trade name, address, or phone number.
- 2.8 By executing this Agreement, the Customer authorizes Cartrack to periodically request a credit report and bank and trade references. The Customer may request the name and address of the reporting agency from which Cartrack received such a report. All payments to Cartrack exclude taxes, unless specifically otherwise stated.
- 2.9 The Customer is responsible for the payment of all applicable taxes, however designated or incurred in connection with the transactions under this Agreement and agrees to reimburse Cartrack upon demand for any taxes paid on their behalf.

3 DELIVERY AND INSTALLATION OF CARTRACK OWNED EQUIPMENT

- 3.1 The provision of Services as contemplated herein requires the installation of the Equipment into Customer vehicles.
- 3.2 All Equipment delivery times and dates are approximate. Cartrack and the Customer shall use their reasonable efforts to adhere to such dates and times. The parties shall each make commercially reasonable efforts to schedule and complete the installation of the Equipment within fourteen (14) days from the date of signature of this Agreement, by the last party signing, unless an alternate schedule is agreed upon in advance by both parties.
- 3.3 Cartrack shall not be liable for any loss or damage resulting from late delivery or installation of the Equipment. Installation is carried out by the Customer, the Customer's employees, agents, representatives or nominated sub-contractors ("Self-install"). Cartrack shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence or failure by the Customer to follow Cartrack's written instructions regarding the installation of the Equipment.

4 ACCESS AND USE

- 4.1 Cartrack hereby grants Customer a non-exclusive, non-transferable limited right to the service The Customer shall be entitled:
 - 4.1.1 To access and use the Services up to and including the last day of the Service Term, in a manner consistent with any Cartrack policies and additional use limitations specified or referenced in the order form and solely for the Customer's use; and
 - 4.1.2 To download, print, copy and use any documentation as reasonably necessary for its personal, internal, in-house use; and
 - 4.1.3 To use information retrieved from the Services only for its own personal use. The Customer may not sell, resell, retransmit or otherwise make the information retrieved from the Services available in any manner or on any medium to any third party unless the Customer has obtained Cartrack's prior written consent.
- 4.2 Cartrack reserves any and all rights not expressly granted herein. Except as otherwise permitted herein, the Customer may not copy, modify, adapt, or create derivative works of the Services. Except as otherwise permitted herein, in no event shall Customer (i) use, or permit any third party to use, the Services for time-sharing, rental, or service bureau purposes, or (ii) decompile, disassemble, reverse assemble, or otherwise reverse engineer the Equipment or Services, or permit any third party to decompile, reverse assemble, or reverse engineer the Equipment or Services. The Customer will use the equipment and services in accordance with applicable laws.

5 OWNERSHIP RIGHTS

- 5.1 The Customer acknowledges that Cartrack and its suppliers own all rights, title, and interest in the Equipment and Services, including but not limited to all worldwide copyrights, trade secrets, trademark, patents, confidential information, and proprietary and intellectual property rights subsisting therein. The Customer does not acquire any rights, express or implied, in the Equipment or Services other than those specified in this Agreement.
- 5.2 The Customer acknowledges that the Equipment and the Services may contain certain third-party applications and software licensed to Cartrack. The right to access and use the Services granted hereunder shall be subject to any underlying license to Cartrack from a third party of any component of the Equipment or Services.

6 TITLE

- 6.1 Title in and to the Equipment shall at all times remain vested in Cartrack. Cartrack reserves the right to enter the Customer's property to repossess the Equipment if payments are not received in full by their due dates.

7 EQUIPMENT DEFECTS & REPRESENTATIONS

- 7.1 Subject to the limitations contained herein, Cartrack represents that for the duration of the Service Term, the Equipment will be free from defects in respect to materials and workmanship and will substantially conform to the specifications for such Equipment.

- 7.2 With the exception of the representation in the foregoing, Cartrack makes no other express or implied warranties of any kind with respect to the subject matter hereof and all other warranties are hereby disclaimed, including, without limitation, the implied warranty of merchantability, non-infringement or fitness for a particular purpose.
- 7.3 If, during the Service Term, any Equipment is found to be defective, Cartrack will, at its sole election, repair or replace the defective Equipment within a reasonable time, using components or replacements that are new or used. The foregoing remedy is the sole and exclusive remedy of Customer regarding defective equipment and is in lieu of any other remedy available to the Customer at law or in equity.
- 7.4 The Customer will provide Cartrack reasonable access to the vehicle to affect such repairs or replacements. In no event will Cartrack be liable for loss of use of the vehicle when the Equipment is being repaired or replaced.
- 7.5 Cartrack's repair or replacement of defective Equipment does not apply if such defect or failure of the Equipment or any part thereof is due to accident, modification or misuse by the Customer or any third party. In this regard, the Customer may incur additional charges for defects resulting from: (i) damage caused by incorrect installation, use, modification or repair by any unauthorized third party or by the Customer or its representative, (ii) misuse or abuse to any element of the system or component thereof, (iii) damage caused by any party or other external force, or (iv) damage caused by the connection of the Equipment to any third-party products or software provided by the Customer.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 If the Equipment or Service becomes the subject of a claim by a third party, the Customer will inform Cartrack by writing to support@cartrack.us. The Customer shall not acquire any rights, title or interest of any kind in any intellectual property owned by Cartrack. All intellectual property owned by Cartrack and all modifications made to it, shall at all times remain the sole property of Cartrack.
- 8.2 Any use of Cartrack's Intellectual Property other than as expressly permitted under this Agreement shall constitute a material breach of the Agreement.

9 USE OF THE CARTRACK SERVICES

- 9.1 The Customer is responsible for all use of the Services made, using any usernames and passwords registered by or allocated to it, whether or not the use is made by the Customer or someone else using its username and password. The Customer is responsible for protecting and securing its username and password from unauthorized use.
- 9.2 The Customer must notify Cartrack immediately in the event that it is aware of a breach of security or of the possibility of a breach of security. Cartrack may provide hyperlinks to sites on the Internet, which are operated by unrelated third parties. Using an external hyperlink means that the Customer may be leaving Cartrack's site and Cartrack therefore takes no responsibility for and gives no warranties, guarantees or representations in respect to linked sites. Cartrack assumes no responsibility for the accuracy of the information on any linked sites.
- 9.3 The Customer is responsible for checking directions for accuracy, confirming that the designated routes still exist, responding appropriately to construction and other road hazards and adhering to all traffic laws.
- 9.4 The Equipment and Services are designed to collect certain data and information from Customers' vehicles, including, without limitation, data regarding the location of the vehicles, rate of travel, ignition on/off, idle time, number of stops and other similar information (collectively, "Vehicle Information"). The Customer acknowledges and agrees that as between Customer and Cartrack, Cartrack owns all Vehicle Information, including all rights in and to such Vehicle Information.
- 9.5 Without limiting the generality of the foregoing, the Customer acknowledges and agrees that, as the owner of the Vehicle Information, Cartrack may review, analyze, manipulate, copy and modify the Vehicle Information. Cartrack may also distribute data based upon the Vehicle Information, provided, however that Cartrack agrees that it shall not disclose to any third parties any Vehicle Information that identifies specifically the Customer or any of the drivers of Customer's vehicles. It being understood, however, that the foregoing restriction shall not apply to disclosures of Vehicle Information that are (i) required by law or in response to a request from law enforcement authorities, (ii) made in connection with a subpoena or other similar demand, (iii) made in connection with a contemplated merger, acquisition or similar transaction, (iv) made to Cartrack affiliates or related companies, and/or (v) made to Cartrack service providers.
- 9.6 The Customer will be responsible to use the Equipment and the Service in the manner advised by Cartrack and as reflected in Cartrack's Product brochures.
- 9.7 The Customer shall not, in any way, remove, alter or tamper with the Equipment.
- 9.8 You understand and agree that you did not buy the Leased Equipment, do not own the Leased Equipment and must return the Leased Equipment. You have no right to sell, give away, transfer, pledge, mortgage, alter or tamper with the Leased Equipment.
- 9.9 Should this Agreement be canceled for any reason whatsoever, the Services from Cartrack to Customer hereunder shall immediately cease and Customer shall immediately return to Cartrack all Cartrack property, including, but not limited to, its Equipment, Confidential Information and all copies thereof.
- 9.10 Upon the termination of this Agreement, Cartrack shall immediately return to Customer all Customer property, including, but not limited to, its Confidential Information and all copies thereof. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief.

9.11 Termination of this Agreement, other than as a result of Cartrack breach, shall not relieve Customer of its obligation to pay all fees and other amounts due by Customer under this Agreement and such amounts shall be accelerated and paid by Customer in a lump sum payment due upon termination.

10 AVAILABILITY OF SERVICES

- 10.1 Cartrack does not warrant any connection, communication, transmission, security of, or results from the use of any information provided (or omitted to be provided) in connection with the Services. Availability of, or accuracy of information provided by the Services may become disrupted or degraded from time to time as a result of events such as, but not limited to; disruption to satellite system operation, unavailability of wireless data carrier services or signals, disruptions to the Internet or Cartrack server(s), computer failures and viruses, and hardware failures.
- 10.2 Cartrack shall use commercially reasonable efforts to minimize the effects of any such disruption or degradation to the Customer but shall not be liable to the Customer for any loss or damage, whether resulting directly or indirectly from the unavailability of any of the Services, degradation of the accuracy of the information or the failure of the Products.
- 10.3 Cartrack accepts no responsibility whatsoever for any Vehicle Information lost as a result of any failure of the Equipment or disruption to, or degradation of, any of the Services. Cartrack's total liability to the Customer in this regard shall be limited to the fees received by Cartrack from the Customer for the Services relating to the period during which any disruption or degradation of the Services continued.
- 10.4 Neither Cartrack nor its wireless network partners make any warranties with respect to the Service or the performance of any wireless network. To the extent Cartrack provides access to information provided by other sources, Cartrack accepts no liability for and makes no warranties, express or implied, with respect to the accuracy or the content thereof.
- 10.5 The Customer warrants that it has not relied on and will not make claim that it is entitled to the benefit of any representations, promises, description of services or other statement not specifically set forth in this Agreement of the foregoing alternatives is reasonably possible, then Cartrack may require that customer return.

11 CONFIDENTIALITY

- 11.1 Both Cartrack and the Customer will treat all information received from the other party that is marked 'Confidential' or which is reasonably obvious to be confidential ("Confidential Information") as it would treat its own confidential information. Neither party shall employ less than a reasonable degree of care in protecting the Confidential Information. In this regard, Confidential Information shall include, but not be limited to:
- 11.1.1 Pricing, business plans, customer lists, operational and technical data and product plans;
- 11.1.2 Any and all versions of software, trade secrets, know-how, business methods, techniques, goodwill, strategies and related documentation owned Cartrack, as well as software and documentation owned by Cartrack;
- 11.1.3 Knowledge of and influence over the clients, suppliers, business associates, service providers and/or strategic partners;
- 11.1.4 Details of the contractual agreements between the Group and its clients, suppliers, business associates, service providers and/or strategic partner;
- 11.1.5 Any information not readily available to the public at large. This Section shall survive termination of this Agreement and continue for a period of two (2) years.

12 LIABILITY

- 12.1 Cartrack does not represent or warrant that the Customer will achieve any certain results by use of the Service. Cartrack does not warrant that the functions contained in the Equipment or Service will be suitable for the Customer's requirements or that the operation of the Equipment or Services will be uninterrupted or error free. With the exception of the indemnity obligations set forth in paragraph 8, Cartrack's maximum liability for all claims under this Agreement (whether in tort, contract, negligence or otherwise) shall not exceed the lesser of one year's Services fee or the total fees received by Cartrack from the Customer for the Services.
- 12.2 Cartrack shall not be liable to the Customer for any economic, special, indirect, incidental, exemplary, punitive or consequential losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings) or damages or loss of goodwill in any way, whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Agreement or resulting from the use or the inability to use the Service or Equipment or the performance or non-performance of the Services or Equipment. It is the responsibility of the Customer to insure itself in this regard if it so desires.
- 12.3 Without prejudice to any of the rights of Cartrack at law or in terms of any other provision of this Agreement, the Customer hereby indemnifies and holds the Cartrack harmless against loss, liability, damage, cost or expense (including legal costs on the scale as between attorney and own client) which the Customer may suffer as a result of, or which may be attributed to, any breach of this agreement.

13 FORCE MAJEURE

13.1 Cartrack shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under these Terms, or loss or damage of any products due to any Force Majeure Event. Such Events include, but are not limited to:

13.1.1 any act of God, labor disturbance, failure of the Internet or another network, act of the public enemy, war, insurrection, riot, fire, storm or flood, earthquake, hurricane, explosion or order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities; fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, confiscation; or

13.1.2 any other occurrence beyond the reasonable control of Cartrack, provided that a Force Majeure Event shall not include lack of finances or change in market conditions.

14 TERM AND TERMINATION

14.1 The Service Term shall be the number of months agreed upon in the Customer's Service Order Form. This Agreement shall automatically renew for a successive Service Term unless written intent to terminate by either side is given at least thirty (30) days prior to the end of the current Service Term to support@cartrack.us. Termination date shall not be less than the Service Term. Should you choose to cancel your service before the Service Term is finished, you will be liable for the remainder of the Service Term as well as any lost or damaged hardware (\$200 per unit hardware fee). No amendment to this Agreement shall be deemed effective unless it is in writing and executed by all parties to this Agreement.

14.2 Unless otherwise specified in the Services Order Form, the Service Term for add-on features will have the same Service Term as the base vehicle tracking Equipment to which the add-on features apply. If the Customer, seven (7) days after receipt of written notice of default, fails to pay any amount due in terms of this Agreement or the Customer abuses or misuses the Services or Equipment, then, for the duration of such default, Cartrack may suspend all of its obligations in terms of this Agreement. Cartrack shall be entitled to recover arrear Fees by debiting the Client's account with the outstanding amount or by any other legal action, and cancel the Agreement, charging a reasonable penalty fee for early cancellation.

14.3 In no event may Customer terminate this Agreement or any portion of a Services Order Form with respect to Services for which the Equipment has already been installed, save for Cartrack failing to remedy a material breach, after seven (7) days of receiving written notice of breach from the Customer.

14.4 Upon the termination of this Agreement, for whatever reason, all rights granted by Cartrack to Customer hereunder shall immediately cease and the Customer shall immediately return to Cartrack all Cartrack property, including, but not limited to, its Equipment, Confidential Information and all copies thereof. Termination of this Agreement, other than as a result of Cartrack's breach, shall not relieve Customer of its obligation to pay all fees and other amounts due by Customer under this Agreement and such amounts shall be accelerated and paid by Customer in a lump sum payment due upon termination.

14.5 Leased Equipment must be returned in good working order, normal wear and tear excepted. If we haven't received your Leased Equipment within 21 days of termination of your Service, we will charge you \$200 for each standard tracking unit (CTG3,CTG4), so please attend to your Leased Equipment return promptly. We reserve the right to charge these fees to the credit or debit card or ACH you have on file with us.

15 FURNISHING OF INFORMATION

15.1 The Client confirms the completeness and accuracy of all the information on the Service Order Form or otherwise furnished by or on behalf of the Client to Cartrack.

15.2 The Client shall immediately, or as soon as is practically possible, notify Cartrack in writing of any changes to the information on the Service Order Form, or furnished to Cartrack from time to time, by written notice to support@cartrack.us.

16 ASSIGNMENT

16.1 Cartrack reserves the right to assign this Agreement to a third party at any time during the term of this Agreement. This Agreement is personal to the Customer, and Customer may not assign its rights or obligations, in whole or in part, to any third party without Cartrack's written approval.

17 GOVERNING LAW AND JURISDICTION

17.1 This Agreement shall be construed in accordance with Commonwealth of Massachusetts law, and shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts, United States of America.