

1. TERMS AND CONDITIONS OF SALE AND LICENSES

- 1.1. These Terms and Conditions ("Terms") govern the Teletrac Subscriber Agreement (the "Agreement") signed by the Customer named in the Agreement ("Customer"), both collectively 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 Terms, conditions, term sheets or purchase orders are excluded unless agreed explicitly in writing by Teletrac through a President, VP or Chief Financial Officer. Placement of a purchase order by the Customer, whether in writing, on the internet, or by e-mail shall mean acceptance of these Terms that are deemed incorporated in any purchase order and shall form the contract between the parties. Digital signature by Customer shall be proof of agreement. Teletrac reserves the right to perform a credit check on Customer within 15 days after receipt of the signed Agreement and before its execution by Teletrac and propose and agree alterations to the Terms.
- 1.3. 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.
- 1.4. All notices and other communications under the Agreement shall be in writing and delivered to the registered office or principal place of business of the other.
- 1.5. The hardware, driver terminals and accessories ("Product"), software (embedded in Product or accessed via the internet) ("Software") and customer set-up, training and support services ("Support Services") (together "Services") provided by Teletrac to Customer 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. Teletrac 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 Teletrac 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 in the vehicles and agrees that Teletrac shall not be liable for any costs, expenses or damages arising from such work.
- 2.3. In the event that Customer, or its employees, representative or sub-contractors, performs installation, Teletrac shall not be liable for any loss or damage, arising directly or indirectly, as a result of any negligence or failure to follow Teletrac's written instructions or lack of due care.

3. LICENSE, RISK OF LOSS, TITLE AND SECURITY INTEREST

- 3.1. Teletrac grants the Customer a limited, nonexclusive, non-transferable license to use the Services for the period from Customer's signature of the Agreement to the end of the Billing Period (defined in 9.4) in addition to any renewal periods.
- 3.2. The Customer assumes the risk of any loss, fire, damage, and theft of Product upon shipment by Teletrac to the Customer.
- 3.3. The Software includes software components, map data and related services licensed to Teletrac by various entities (collectively, "Teletrac's Licensors") and is provided with RESTRICTED RIGHTS. The Software is a proprietary product of, and constitutes copyright ©1991-2014 by Teletrac and Teletrac's Licensors. ALL RIGHTS RESERVED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES 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 Teletrac and Teletrac's Licensors.
- 3.4. Notwithstanding delivery to the Customer and possession by the Customer of Product and the provision of access to the Software, TELETRAC AND TELETRAC'S LICENSORS RETAIN THE LEGAL AND BENEFICIAL OWNERSHIP OF Product and the Software. Teletrac is NOT transferring title or any ownership rights in Product or Software to the Customer and Teletrac reserves all rights not expressly granted.
- 3.5. The Customer may not derive or attempt to derive the source code or structure of the Software by reverse engineering, disassembly, decompilation or other means. The Customer may not decompile, disassemble, reverse engineer, port, translate, modify, copy, transfer, or make derivative works of the Software. 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 must take all reasonable steps to ensure it does not transmit worms or viruses or any code of a destructive nature that may affect the Services or use them for inappropriate and/or illegal purposes.
- 3.6. The map data used by the Services and provided by Teletrac's Licensors is subject to terms listed at www.teletrac.com/terms-of-service/map-data.
- 3.7. If a vehicle is repossessed, stolen or damaged and Product remains in the vehicle, the Customer obligations under the Agreement continue.
- 3.8. Product may only be removed from a vehicle with Teletrac's written permission. Customer may not abandon, sublicense, assign or otherwise transfer the Product.
- 3.9. At the end of the Term, Customer must contact Teletrac to receive a return location for Product and then at its 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, the Agreement automatically renews for successive one month periods with the same Terms until returned.
- 3.10. For Agreements where the Customer is purchasing Product, the legal and beneficial ownership of Product shall only pass to the Customer after payment in full to Teletrac of the price of Product and paragraphs 3.8 and 3.9 do not apply.

4. WARRANTY

- 4.1. Teletrac warrants the installation of and the Product and Software for the Term of this Agreement but may charge a reasonable fee for a visit to a Site save that the warranty does not cover associated components such as antennae and cables, and driver terminals are warranted for 12 months. All warranty claims must be in writing to Teletrac.
 - 4.2. In the event of a warranty claim Teletrac may at its discretion either (1) advise the Customer to obtain a RMA; adequately package and ship the Product; to the address provided by Teletrac; and . Teletrac will then return the repaired or replacement Product to the Customer freight prepaid if the warranty claim or request for maintenance is valid; OR (2) Repair, remove and/or reinstall the Product at an agreed location and time in which case Teletrac shall be entitled to charge for travel costs and labor.
 - 4.3. Under no circumstances will Teletrac 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 Teletrac the opportunity to verify any claim.
 - 4.4. The 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. Teletrac is not liable for any consequences of the battery drain associated with use of Product and/or 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.
 - 4.5. 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, save for the "Alert" function which provides notification of exceptions but should not be relied upon in isolation as security as it depends on the Customer's configuration of the Software and devices it uses to access the Services). Neither Teletrac nor Teletrac Licensors can guarantee the security of wireless transmissions and the Customer agrees that neither shall 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.
 - 4.6. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, TELETRAC MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY WITH RESEPECT TO SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING 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 TELETRAC HAS THE AUTHORITY TO GRANT ANY OTHER WARRANTY TO CUSTOMER, WRITTEN OR ORAL. SERVICES ARE PROVIDED AS IS.
 - 4.7. The above warranties shall be null and void in the event of (1) any alteration, modification, or special configuration made by the Customer to Services or de-installation or installation of Product by the Customer without following Teletrac's written instructions;(2) use of the Services not in the ordinary course of business;(3) accidents, misuse, abuse, neglect, damage and tampering with Services;(4) connection of Product to an improper voltage supply, reception or transmission problems caused by inadequate or improper antenna (not provided by Teletrac);(5) excessive water, weather or physical damage to Product; or (6) use of Product with accessories or devices not approved by Teletrac.
 - 4.8. The Customer acknowledges that traffic, navigation, speed data, driver black spot, vehicle analytics, battery life, fuel data may contain inaccurate or incomplete information due to changing circumstances, sources used and the nature of collecting such data.
 - 4.9. Teletrac 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.
 - 4.10. If the Customer reports in writing, a material defect in the Software to Teletrac and Teletrac is unable to reasonably correct it within 90 days of the report, Teletrac will refund to the Customer a proportion of fees paid for those parts of the Services that were inoperative from the report to when the defect was corrected. In the event of each notification, Teletrac may request that the Customer submit sufficient information to reproduce the defect. The Customer agrees that its only remedy under this limited warranty is to receive a refund of the amount paid for the specific inoperative Services in the said period.
- 5. TELECOMMUNICATION CARRIERS & GPS**
- Communication services used in the Services are provided by third party telecommunication providers ("TCs") and the Customer agrees:
- 5.1. It has no contractual relationship with TCs and is not a third-party beneficiary of any agreement between Teletrac and a TC. Customer understands and agrees that TCs shall have no legal, equitable or other liability of any kind to the Customer. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy against TCs for any cause whatsoever, including but not limited to any failure or disruption of the communications services that form part of the Services, is limited to payment of damages in an amount not to exceed the amount paid by Customer for the Services for the 2 month period preceding the date that such claim arose;
 - 5.2. Subject to Federal Communications Commission ("FCC") local number portability ("LNP") rules, it has no property or other rights in any SIM Card identifier assigned to it and any such number can be changed from time to time;
 - 5.3. It shall indemnify, defend and hold TCs and their officers, employees and agents harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with their agreements with Teletrac; or the use, failure to use or inability to use the SIM Card identifier to provide access to the Services except where the claims result from the TC's gross negligence or willful misconduct. This provision shall survive the termination of this Agreement;

- 5.4. 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;
- 5.5. The Services utilize GPS technology to establish geographic location information and that it is improbable GPS will have 100% coverage or functionality in any area at all times; and
- 5.6. In the event that the Customer's use of Services results in excessive communications usage, Teletrac shall be at liberty to suspend Services in relation to the relevant vehicle, for a reasonable amount of time, on notice to the Customer, until Teletrac is able to assess the cause and implement a solution. Further, where Services include Android software, running third party software and/or applications on the same is strictly prohibited. Teletrac accepts no liability for any claim, loss, damages, costs or actions (including reasonable attorneys' fees) related to the use of such third party applications and the Customer shall indemnify Teletrac for any associated unauthorized communications 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 9.4 and any renewal period thereafter ("Term").
- 6.2. At the expiration of the Term, the Agreement shall automatically renew for successive 12 month periods unless written notice was received by either party by at least 30 days prior to the expiration date.
- 6.3. The Agreement may be terminated on 90 days written notice if the other party is in breach of any of the material terms of the Agreement, and such breach is not cured within the 90-day notice period.
- 6.4. Upon termination, the Customer shall not use the Services for any purpose.
- 6.5. In the event that the Agreement relates to a trial and in the event that the Agreement does not continue after the trial, Teletrac 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 3.9 (save that Teletrac will pay the shipping costs). Otherwise these terms apply to a trial until its termination or expiry.
- 7. CUSTOMER DEFAULT AND TELETRAC 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 is unable to pay its debts as they fall due or a petition in bankruptcy is filed or (3) Customer subjects Teletrac staff to excessive abuse.
- 7.2. In the event of the Event of Default Teletrac may, in addition to the other rights set forth elsewhere in the Agreement (1) Suspend Services; (2) Charge interest at the rate of the greater of 1 1/2% per month or the highest rate permitted by law; (3) Accelerate all sums due or to become due in connection with the Agreement as liquidated damages for breach of the Agreement and not as a penalty; (4) Demand that Customer return Product to Teletrac or at Teletrac's election charge Customer the fair market value of the Product; or (5) Charge the Customer a reactivation fee should Services be re-activated.
- 8. DOT REPORTS.** To the best of Teletrac'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 Teletrac will use best endeavors to ensure that the Services will continue to comply with the relevant laws and regulations.
- 9. PAYMENT/TAXES**
- 9.1. Prices for the Services are only valid if set out in writing by Teletrac and only for the period stated in any quotation or Agreement (or 30 days if not stated).
- 9.2. Unless otherwise stated on the Agreement, payment of all invoices shall be made within 30 days of the date of invoice or before any due date for payment detailed on the invoice.
- 9.3. All payments due to Teletrac 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.
- 9.4. The Billing Period begins upon issuance of the software access keys which generally occurs within 2 business days after the Product is shipped to the Customer for the term stated in the Agreement unless otherwise stated in the Agreement. The first periodic invoice will 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. If the initially installed Product is later deemed to be defective upon initial installation resulting in the inoperability of the Product, then the Customer acknowledges that its sole remedy will be the addition of an equal the number of days of free Services for the relevant Vehicle to be added on to the end of the Term.
- 9.5. Advance payments for the first 3 months of Services or any other period detailed in the Agreement will be set off against invoices.
- 9.6. Unless otherwise detailed in the Agreement all payments by the Customer shall be made by Teletrac electronically withdrawing requisite cleared funds from the Customer's bank account. The Customer authorizes Teletrac to debit its account for periodic charges for Services or other amounts due and owing at the time.
- 9.7. In the event that Teletrac agrees to payment by check it reserves the right to electronically deposit any check from a copy of the check.
- 10. INFORMATION**
- 10.1. Each party must treat all information received from the other marked 'Confidential' or which is reasonably obvious to be confidential as it would treat its own confidential information. Information that is to be considered confidential may include, but not be limited to operational and technical data. This provision shall survive the termination or expiry of this Agreement by 2 years.
- 10.2. 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 of vehicle.
- 10.3. The Customer acknowledges that for quality control, security reasons and training, telephone calls between Teletrac and the Customer may be recorded.
- 10.4. The data produced by use of the Services is the property of the Customer however, Teletrac reserves the right to use and to allow third parties to use anonymised location, time, speed and other information obtained from vehicles for traffic information, journey data analysis, mapping, fleet benchmarking or other related purposes. Teletrac will retain such data for 3 years. Customers who have OEM lease and maintenance and/or insurance or leasing related services detailed in the Agreement consent to the provision by Teletrac of data produced by the Services identified as the Customer's data, to the designated party.
- 10.5. Teletrac and its business partners and/or carefully selected companies may use the Customer's information to keep the Customer informed about Teletrac or 3rd party products and services. If the Customer does not wish to receive marketing information, the Customer must confirm this in writing to Teletrac.
- 11. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**
- The liability obligations of Teletrac to the Customer or any 3rd party under the Agreement are strictly controlled and limited by the laws, rules and regulations of the FCC and other governmental authorities which from time to time have jurisdiction. In any event, the Customer acknowledges and agrees that:
- 11.1. Teletrac shall have no liability for any single isolated failure of the Services, or delay that does not exceed 48 hours;
- 11.2. Further, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, the Customer's exclusive remedy and the total liability of Teletrac to Customer arising in any way in connection with the Agreement, for any cause whatsoever, including, but not limited to, any failure or disruption of Services provided, shall be limited to the right of repair or replacement of defective Product (according to the warranty conditions herein) and payment by Teletrac of damages in an amount equal to the amount charged to Customer for undelivered Services provided under the Agreement and in no event shall Teletrac's liability exceed the amount paid by the Customer for Services in question in the 12 months preceding the beginning of such failure or disruption to the Services, nor shall any action be brought for any breach where Teletrac was not first given the opportunity to investigate any defect relating to Services in accordance with the warranty provisions herein. Teletrac shall not be liable for property damage or any damages or losses of any kind, whether increased costs, lost profits or goodwill, lost revenues or data or incidental, special, punitive, indirect, incidental, exemplary or consequential damages, arising from the use of the Services;
- 11.3. Customer agrees to indemnify, defend and hold Teletrac 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;
- 11.4. Teletrac indemnifies the Customer from all costs and liabilities from any claim that the Services infringe any 3rd party intellectual property. Teletrac 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; and
- 11.5. If the Customer becomes aware of any matter which might give rise to a claim against Teletrac or the Customer concerning the potential infringement by Teletrac, and/or the Services of any intellectual property rights of a third party the Customer shall immediately give written notice to Teletrac of the matter and in connection with any proceedings related to the matter (other than against Teletrac) allow Teletrac the exclusive conduct of the proceedings and not admit liability in respect of or settle any matter without the prior written consent of Teletrac, such consent not to be unreasonably withheld or delayed.
- 12. GENERAL**
- 12.1. 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 Teletrac 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 Teletrac 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 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. Teletrac is not liable for any loss or damage caused by the acts or omissions of drivers.
- 12.2. Teletrac 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 Teletrac 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 of a TCs, including, but not limited to, deactivation/dismantling of a TC's networks, acts of the Customer, strikes, unusually severe weather conditions, interruptions of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier, or delays in Federal Communications Commission ("FCC") frequency authorization or license grant. If Teletrac is unable to wholly or partially perform the Services for more than 30 days because of any cause beyond its control, Teletrac may terminate the Agreement without any liability to Customer, other than refund any amounts paid for Services which have not been provided.
- 12.3. 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.
- 12.4. If the Services are being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government use, duplication, or disclosure by that party is subject to restrictions in subparagraph (b) of The Rights in Technical Data and Computer Software clause at DFARS

252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software--
Restricted Rights at 48 CFR 52.227-19.

12.5. The Agreement is fully assignable and transferable by Teletrac 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 Teletrac.

12.6. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to (i) its conflict of laws provisions, or (ii) the United

Nations Convention for Contracts for the International Sale of Goods, which are explicitly excluded. The parties agree to submit to the jurisdiction of Delaware and that any and all disputes, claims, proceedings or actions arising from or in connection with this Agreement shall be brought in the State or Federal courts having within their jurisdiction in Delaware.

12.7. Each party waives its respective rights to a trial by jury of all claims or causes of action (including counterclaims) related to or arising out of this Agreement brought by any party. This waiver applies to all subsequent amendments of this Agreement.