

Trafficmaster Ltd, Teletrac Fleet Director Terms and conditions

January 2012

These Terms and Conditions ("Terms") govern the Teletrac Customer Order Form (the "Agreement") between Trafficmaster Ltd. trading as Teletrac ("Teletrac") and the Customer named in the Agreement ("Customer") and shall also collectively be referred to as "the Agreement".

1. DEFINITIONS

The following definitions shall be used throughout these Terms:

"Account" means the bank account on which the Customer's first payment was drawn or another account as advised by the Customer to Teletrac in writing as provided for in Paragraph 16.2;

"Alert" or "Fleet Director Alert" means the service provided by Teletrac whereby alerts are directly sent to a Client's designated mobile phone, pager or email if included in the Plan;

"Associated Components" means those components used in conjunction with the TD such as antennae, interconnecting cables, touchscreens, batteries, casings, cables, coverings and other non-electrical components;

"Business Hours" means Monday through Friday, 9:00 a.m. to 5:30 p.m., at the relevant location, excluding UK public holidays;

"Coverage Area" means the United Kingdom (and Europe if Euro Roaming is detailed in the Plan or agreed as an addition thereafter);

"DD" means Direct Debit;

"Enhancements" means Updates, changes or improvements to the Software;

"Fleet Director™" means Teletrac's fleet and Vehicle management and messaging service as detailed on the Website from time to time;

"GPRS" means General Packet Radio Services and is a packet-based wireless communication service;

"GPS" means Global Positioning System;

"GSM" means the global system for mobile communications (either 2nd generation "2G" or 3rd generation "3G");

"IPR" means any patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country;

"License" means the license to use the Telematics Devices and the Software granted by Teletrac to the Customer as set out in Paragraphs 4.1 and 1.7.2 herein;

"Lifetime" means for as long as the Customer (or its assignee under the provisions herein) is paying for Services;

"Map Engine" means mapping software licensed to Teletrac;

"Map Suppliers" means the suppliers of the Map Engine and Mapbase which together enable the Software to process location data and represent the locations of TD on computers and in-vehicle displays;

"Mapbase" means map databases licensed to Teletrac;

"OEM" means Original Equipment Manufacturer (vehicles);

"Overage Charges" means any and all extra data charges incurred by Teletrac resulting from the Customer's data usage above any levels detailed in the Plan as provided for in Paragraph 6.3;

"Plan" means the Services and prices selected and agreed by the Customer and detailed in the Agreement;

"RMA" means Returned Materials Authorization;

"Safe Speed" means the service to Customers alerting them via a TD to the presence of fixed (not mobile) safety cameras that form part of the Services if detailed in the Plan;

"Services" means the provision of TDs, location and data communication services, the Software as well as any ancillary support or maintenance services provided by Teletrac to the Customer together more commonly known as **"Fleet Director"** and as detailed in the Plan and includes any or all of SmartNav, Stolen Vehicle tracking, Fleet Analytics, messaging, route scheduling, bespoke reporting and any other service detailed on the Website;

"Shipping Date" means the date Teletrac ships a TD to the Customer;

"SIM card" means the Subscriber Identity Module inserted into a TD to enable communications;

"Site" means the location specified by the Customer for installation of the TD and listed in the Agreement;

"Software" means Teletrac's Fleet Director™, eClient® and/or Reporter software applications as detailed on the Website, the software installed on TD and all third party licensed software used by Teletrac including the Mapbase and Map Engines and Updates in addition to the look and feel of web applications forming part of the Software;

“SpeedGauge” means the speeding incident notification service as provided from time to time by SpeedGauge Inc (**“SpeedGauge”**) to Customers using information derived from the Services, available to Customers if detailed in the Plan;
“SmartNav” and **“SmartNav Europe”** (also called **Navigation**) means the vehicle routing and navigation service sometimes incorporating traffic data provided by Teletrac that form part of the Services if detailed in the Plan;
“Stolen Vehicle Tracking, SVT or Vehicle Monitoring Service” means the services to Customers for stolen vehicle tracking that form part of the Services if included in the Plan;
“Support Hours” means Monday through Friday, 9:00 a.m. to 5:30 pm excluding UK public holidays;
“Telecommunication Carrier(s)” or **“TC(s)”** means Teletrac’s 3rd party communication providers;
“Telematics Device(s)” or **“TD(s)”** means the mobile tracking and communications device(s) detailed in the Agreement and Associated Components and installed software provided by Teletrac or a 3rd party to the Customer for installation on Vehicles or trailers to enable the provision of Services;
“Term” means for the number of years or months as detailed in the Agreement commencing from the activation of Services, in addition to the period from the Shipping Date to the activation of Services (if any);
“Third Party” mean SpeedGauge and any other third party that provides services to the Customer using information derived from the Services and **“Third Party Services”** means the services provided by Third Parties;
“Updates” means updates to the Software, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions;
“VAR Agreement” means a Commercial Value Added Reseller Agreement between Teletrac and the Customer or an approved dealer or distributor;
“Vehicle” means a vehicle or trailer owned or controlled by the Customer and designated in the Agreement (or otherwise agreed by the parties in writing) for installation with a TD; and
“Website” means the Teletrac website at www.teletrac.co.uk and all other associated websites including www.trafficmaster.co.uk.

2. ACCEPTANCE

- 2.1. The provision by Teletrac to the Customer of Services shall be subject to these Terms and the provisions of Paragraph 19.3 apply. TELETRAC SHALL NOT BE BOUND BY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN ANY CUSTOMER PURCHASE ORDER OR ORAL AGREEMENT OR ELSEWHERE UNLESS EXPRESSLY AGREED TO IN WRITING BY AN OFFICER OF TELETRAC. The signing of the Agreement by the Customer and/or use of Services having had the opportunity to read these Terms shall be deemed conclusive evidence of the Customer’s acceptance of the Terms of the Agreement. Customer authorizes Teletrac to insert any missing information onto the Agreement and to correct any misspelling or other such minor errors.
- 2.2. The technology related to the Services and the Software is constantly changing and being developed. As a result of this, Teletrac reserves the right to make reasonable changes to the terms of the Agreement at any time during the Term, but will only do so when it has good reason. In the case of a change Teletrac will publish the updated terms at <http://www.trafficmaster.co.uk/content/2/11/terms---conditions.html>. The updated terms will apply from the date the updated terms are published on the Website. The Customer should visit the Website regularly to identify any changes.

3. DELIVERY, SHIPPING AND HANDLING

- 3.1. Unless otherwise stated in the Agreement Teletrac is responsible for all shipping and handling charges. However, any delivery required by the Customer that exceeds Teletrac’s normal delivery terms (e.g. the Customer requests overnight or express) shall be paid by the Customer at Teletrac’s then current rates. Teletrac is not obliged to provide the Customer with copies of freight bills.
- 3.2. Shipping or delivery dates of TD are best estimates only. Teletrac reserves the right to make deliveries of TD in installments. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Services provided by Teletrac or accept remaining deliveries of TD.

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

- 4.1. Teletrac grants the Customer a limited, non-transferable license to use TD provided to it by Teletrac for the purposes of the Agreement and for the Term.
- 4.2. The Customer assumes the risk of any loss, fire, damage, and theft of TD after delivery to the Customer.
- 4.3. The Customer agrees to keep TD fully insured for the greater of either (i) its full replacement value, or (ii) the unpaid balance on the Agreement. The Customer also agrees to obtain general public liability insurance from someone acceptable to Teletrac and to include Teletrac as an additional insured. The Customer agrees to provide Teletrac

with certificates or other evidence of the insurance policies acceptable to Teletrac before this Agreement begins. The insurance must provide that Teletrac be given at least 30 days notice of any cancellation or material change. If the Customer does not provide acceptable evidence of insurance before the due date of the first payment due from the Customer to Teletrac under this Agreement it agrees to pay Teletrac a risk fee with each periodic payment for the Services liquidated to be equal to 0.5% of the monthly payment for all Services due from the Customer to Teletrac for each TD. The purpose of this risk fee is to compensate Teletrac for the fact that the Customer has not provided proof that the TD is insured as agreed. This risk fee shall be income to Teletrac and will not be used to purchase any insurance or otherwise cover any costs, expenses or losses caused by a loss of any TD. The amounts of risk fees paid by the Customer will not decrease its liability hereunder for a loss of any TD or otherwise. The Customer agrees the risk fee does not release it from the duty to provide and maintain insurance coverage and that it has no rights to any insurance benefits from Teletrac in the event of a loss. The Customer acknowledges that it is in the best position to prevent the charging of this risk fee by providing to Teletrac proof of insurance in accordance herewith.

- 4.4. Notwithstanding delivery to the Customer and possession by the Customer of TD, TELETRAC RETAINS THE LEGAL AND BENEFICIAL OWNERSHIP OF TD. Teletrac is NOT transferring title or any ownership rights in TD to the Customer and Teletrac reserves all rights not expressly granted to the Customer.
- 4.5. The Customer hereby acknowledges that any IPR relating to the TD shall remain Teletrac's exclusive property.
- 4.6. If a Vehicle is repossessed and a TD remains in the Vehicle, the Customer obligations under the Agreement continue and Teletrac will not be liable to pay any refund of any payments made by the Customer and the Customer shall use best endeavors to recover the TD.
- 4.7. TD may only be removed from a Vehicle upon receipt of written permission by Teletrac. The Customer may not abandon, sublicense, assign, rent, lease or otherwise transfer or market a TD.
- 4.8. Teletrac may reasonably inspect TD during the Term.
- 4.9. At the end of the Term, Customer must contact Teletrac to receive a return location for TD. Customer then must, at Customer expense, uninstall, package, insure and return TD to that address within 45 days of the end of the Term, in as good a condition as when the Customer received TD, excepting only reasonable wear and tear. At the end of the Term, if Customer has not returned TD, the Agreement automatically renews for successive one year periods with the same Terms as set forth in the Agreement.
- 4.10. For Agreements where the Plan details that the Customer is purchasing the TDs at the commencement of or by the expiry of the Term or for agreements before 1 January 2012 the following changes to these Terms shall apply:
 - 4.10.1. Delete Paragraph 4.1 with consequential changes to the remaining sub-paragraph numbers of Paragraph 4 and to any other cross references in the remainder of the Terms;
 - 4.10.2. Paragraph 4.3 (previously 4.4) shall read "The legal and beneficial ownership of the TD shall only pass to the Customer after payment in full to Teletrac of the price of the TD (including any interest and other costs as set out in the Agreement) and until such time the TD remains the property of Teletrac. However, despite payment in full to Teletrac the Customer hereby grants to Teletrac a security interest in the TD to secure payment in full of all other amounts due under the Agreement (e.g. data communication services and Software)."
 - 4.10.3. Paragraph 4.4 (previously 4.5) shall read "The Customer hereby acknowledges that any IPR relating to the TD shall remain Teletrac's exclusive property and that despite ownership of the TD it undertakes not to use any TD with any GPS related services provided by any company other than Teletrac during or after the Term."
 - 4.10.4. Delete "abandon" from Paragraph 4.6 (previously 4.7);
 - 4.10.5. Delete Paragraph 4.8 (previously 4.9) in its entirety;
 - 4.10.6. Amend a part of the 4th sentence of Paragraph 5.1 to read as follows: ".....of TD for a period of 90 days but may charge"
 - 4.10.7. Amend a part of the 1st sentence of Paragraph 5.4 to read as follows: ".....workmanship for 12 months or in the case of a Standard-Fit Tm Unit (fitted by a vehicle manufacturer prior to purchase of a new Vehicle by the Customer) for as long as the Vehicle's manufacturer's warranty subsists, save that"
 - 4.10.8. Add the words "Unless payment for TDs has been made in full,..." to the beginning of each of 13.2.4 and 13.2.5; and
 - 4.10.9. Add a new Paragraph 16.1 "Payment for TDs shall be made in advance; with consequential changes to the remaining sub-paragraph numbers of Paragraph 16 and to any other cross references in the remainder of the Terms.

5. INSTALLATION OF TD AND WARRANTY

- 5.1. Teletrac shall install TD using a qualified person or agency. Teletrac shall have the right to subcontract the installation in whole or part and shall notify Customer of the name and contact details of the subcontractor appointed on request. The installation of TD shall be completed within a reasonable period of time. Teletrac may charge the Customer a surcharge for waiting time and other delays associated with installation caused by the Customer's failure to have the Site or Vehicles available as specified in the Plan or otherwise agreed with Teletrac or for requests for installation out of normal working hours between Monday and Friday. The Customer acknowledges that it is aware that in order to install TD it might be necessary for Teletrac or one of Teletrac's subcontractors to drill holes in either the exterior or interior of Vehicles and agrees that Teletrac shall not be liable for any costs, expenses or damages arising in any way from such work. Teletrac warrants the installation of TD for Lifetime but may charge a reasonable fee for a visit to a Site. All warranty claims must be in writing to Teletrac.
- 5.2. The Customer shall make best endeavors to make all the Vehicles on which TD are to be installed available at the earliest possible time and at the same time, where reasonably practicable after the Shipping Date. Once installations are booked the TD will be shipped to the Customer.
- 5.3. Installation of TD and any warranty or maintenance services shall take place at the Site. If the Site is not a Teletrac service center then the Customer shall provide a Site which meets the following standards:
 - 5.3.1. The Site shall be safe and present no hazards;
 - 5.3.2. All necessary utilities (including plumbing, lighting, electrical power) shall be easily accessible and provided without charge to Teletrac;
 - 5.3.3. The Customer shall, at its expense, obtain and keep in force during the period of installation a policy of general liability insurance covering any liability arising out of Teletrac's use or occupancy of the Site and all appurtenant areas;
 - 5.3.4. Customer shall indemnify and hold harmless Teletrac from and against any and all liabilities, including reasonable attorney's fees arising from Teletrac's use of the Site or the condition of the Site; and
 - 5.3.5. Customer shall allow Teletrac, its authorized agents, and subcontractors full and free access to the Site at agreed and scheduled installation times during Business Hours and shall not require that Teletrac waive any claim arising from its use of the Site or impose any other restrictions as a requirement of access to the Site. Teletrac shall attempt to honor any Customer requests for installation during non-Business hours, but may charge the Customer a surcharge for such installation.
- 5.4. Subject to Paragraphs 8 and 18, Teletrac warrants TD against defects in materials and workmanship for Lifetime save that the warranty does not cover Associated Components. To obtain a warranty or maintenance service, Customer must contact the Teletrac Help Desk at 0845 0604 08864 or as advised from time to time. Teletrac or at its discretion:
 - 5.4.1. advise the Customer to (a) obtain a RMA; (b) adequately package the defective TD; (c) ship the defective TD to the address provided by Teletrac; and (d) mark the RMA number prominently on the outside of the carton. TD received without an RMA number or unpaid will be returned postage unpaid to Customer. Teletrac will return the repaired or replacement TD to the Customer by post and fully insured if the warranty claim or request for maintenance is valid, but may charge for repaired or replaced Associated Components; and/or
 - 5.4.2. Repair, remove and/or reinstall the TD at a location and time agreed between the parties.
- 5.5. In the event that a warranty claim or request for maintenance is not pursuant to the Agreement, Teletrac may agree to repair or replace TD in accordance with the same process as outlined in 5.4 and Teletrac shall be entitled to charge for travel costs, Associated Components and labor and freight charges.
- 5.6. The TD is an electronic assembly that consumes electrical current. It is designed to draw low amounts of current when the Vehicle is not being operated and therefore there is a small drain on the Vehicle battery that may adversely affect Vehicles that are not in regular operation. Teletrac is not liable for any consequences of the battery drain associated with use of TD and recommends that the Vehicle battery should be recharged periodically to ensure maximum performance.
- 5.7. TD installed on trailers are often subject to harsher conditions and treatment than those installed inside Vehicles. Teletrac is not liable for the consequences of damage to TD as a result of exposure to external conditions such as, but not exclusively, weather and contact with physical objects.
- 5.8. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 5, TELETRAC MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY WITH RESPECT TO TD, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EFFECTIVENESS, COMPLETENESS, ACCURACY, TITLE AND NON-INFRINGEMENT 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.

- 5.9. The above warranties shall be null and void in the event that there has been any alteration, modification, or special configuration made by the Customer to a TD or de-installation or installation of a TD by the Customer or its contractor unless Teletrac has approved in writing such contractor or approved the work undertaken by the Customer or its contractor or otherwise interfered with, misused or damaged including water damage by internal Vehicle water ingress and accordingly in such circumstances. In the event of a de-installation by a Customer the charges for Services relevant to the de-installed TD continue unless the parties agree otherwise.

6. LOCATION AND DATA COMMUNICATION SERVICES

- 6.1. 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).
- 6.2. All Services may not be available to Customer now or in the future. Availability and scope of Services will be in accordance with the Plan.
- 6.3. The cost of communications associated with the use of the Services is included in the fees specified in the Plan, unless specified as a separate and additional cost in the Plan. If the Customer's data communications usage materially exceeds any maximum amounts specified in the Plan, Teletrac may at its sole discretion charge the Customer Overage Charges.
- 6.4. Customer acknowledges that Teletrac may, for its internal test and quality control purposes, without charge to the Customer, locate or communicate with TD used by the Customer.
- 6.5. The Services provided by Teletrac to Customer hereunder are solely for Customer's internal business use as set forth in the Agreement allowing the Customer to locate and communicate with TD and the data or output from the Services may not be resold or otherwise offered to or used by third parties and the Customer shall not use the Software to operate as a value added reseller or for any other use involving using the Services to process the data of other persons and/or entities, unless it has signed a VAR Agreement.

7. SOFTWARE

- 7.1. The Software includes software components and the Mapbase and Map Engine 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 ©1991-2011 by Teletrac and Teletrac's Licensors. ALL RIGHTS RESERVED UNDER THE COPYRIGHT LAWS OF THE UNITED KINGDOM and international treaty. For purposes of any public disclosure provision under any legislation or regulation, 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. The Software is licensed, not sold, to the Customer for use only under the terms of the Agreement. Teletrac is NOT transferring title or any ownership rights in the Software to the Customer and Teletrac and Teletrac's Licensors reserve all rights not expressly granted to the Customer. The Customer may not damage or compromise Teletrac's or Teletrac's Licensors' copyrights, trademarks, trade names, trade secrets or other proprietary interests in the Software. If the Customer breaches the Agreement, monetary damages will not suffice to compensate Teletrac and/or Teletrac's Licensors and Teletrac and/or Teletrac's Licensors will be entitled to equitable remedies, including, without limitation, temporary restraining orders and temporary and permanent injunctions, without being required to post any bonds or security or prove special damages.
- 7.2. Teletrac grants the Customer a limited nonexclusive, non-transferable license to use the Software for the purposes of the Agreement.
- 7.3. The Customer must use the Software on computers with minimum processing capabilities as designated by Teletrac and with access to an internet connection, preferably a high speed dedicated connection.
- 7.4. The Customer may not sublicense, assign, rent, lease or otherwise transfer or market the Software, the Agreement or the License.
- 7.5. The Customer may not derive or attempt to derive the source code or structure of all or any portion of the Software by reverse engineering, disassembly, decompilation, or any other means. The Customer may not decompile, disassemble, reverse engineer, port, translate, modify, copy, transfer, make derivative works of, or otherwise use the Software, except as expressly authorized by the Agreement. The Software and all materials and knowledge related thereto is obtained by the Customer and its employees, agents 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 in whole or in part. 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 Software or Services or use the Software or Services for inappropriate and/or illegal purposes. The Customer is expected to abide by the Teletrac's acceptable use

policy as notified to the Customer from time to time. The Customer may disclose relevant aspects of the Software to employees, agents and representatives to the extent that such disclosure is reasonably necessary to use the Software in accordance with the Agreement; provided however, that the Customer shall take all reasonable steps to ensure that the Software is not disclosed or duplicated in contravention of the Agreement by such employees, agents and representatives.

- 7.6. If there is any violation or suspected violation of any provision of Paragraph 7.5, the Customer shall immediately notify Teletrac and shall, at its expense, assist Teletrac in the enforcement of Paragraph 7.5 against any of its current or former employees, agents, or representatives. Regardless of any right to enforce its rights directly, Teletrac shall not be obligated to do so, and the obligation to enforce shall remain with the Customer whether or not Teletrac takes such action. The Customer agrees to indemnify and hold Teletrac harmless from any claim, liability, damage or expense, including reasonable attorney's fees, suffered by Teletrac as a result of any violation of Paragraph 7.5 by it or its current or former employees, agents or representatives.
- 7.7. Teletrac warrants that the Software will perform in substantial compliance with the written materials provided to the Customer by Teletrac or as detailed on the Website. No oral advice or information provided by Teletrac or any of its agents or employees, whether given before or after first use of the Software shall create a warranty or in any way increase the scope of this limited warranty, and the Customer is not entitled to rely on any such advice or information. This warranty shall not be applicable if there has been any alteration, modification, or special configuration made to the Software by the Customer.
- 7.8. Only the current version of the Software and the immediately preceding version will be supported by Teletrac. The Customer will be advised of changes to the Software (which may be implemented at Teletrac's discretion from time to time) and the Customer shall diligently follow any such instructions as soon as reasonably possible. Customers may be required to pay Teletrac a license upgrade fee. Teletrac shall have no liability to the Customer should it fail to upgrade the Software after having received notice of changes.
- 7.9. The Software utilizes a Mapbase owned and maintained by the Map Suppliers. The Customer's use of these Services is subject to the terms of the Map Suppliers listed at Paragraph 14 herein. If Euro Roaming is not detailed in the Plan and is requested by a Customer it can be added to the Plan at Teletrac's then current rates but Teletrac requires at least 14 days' notice for such an upgrade (2 days' notice for agreements before 1 January 2012) and a Vehicle must be located in the UK for a minimum of 2 Working Days prior to the commencement of Euro Roaming.
- 7.10. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED AS IS. THE EXPRESS WARRANTIES PROVIDED IN PARAGRAPH 7.7 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TELETRAC. TELETRAC AND TELETRAC'S LICENSORS MAKE AND CUSTOMER RECEIVES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EFFECTIVENESS, COMPLETENESS, ACCURACY, TITLE AND NON-INFRINGEMENT 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.
- 7.11. The Customer acknowledges that if traffic, speed data, driver black spot, vehicle analytics, battery life, fuel data form part of the Services in the Plan it may contain inaccurate or incomplete information due to changing circumstances, sources used and the nature of collecting such data, any of which may lead to incorrect results.
- 7.12. Subject to Paragraphs 10 and 18, Teletrac shall provide the services described below without additional charge (unless specified) during each period for which Customer has purchased Services:
 - 7.12.1. Defects in the Software. During the Term, if the Customer reports a defect in the Software, Teletrac shall use reasonable endeavors to resolve such defect as part of an Update. In the event of each notification to Teletrac, Teletrac may request that the Customer first submit to Teletrac a written description of the apparent defect, a complete copy of all output, including, when possible, screen shots of print outs of the apparent defect and sufficient information to reproduce the defect;
 - 7.12.2. Material Defects in the Software: If the Customer reports in writing, a material defect in the Software to Teletrac within 90 days of the defect first becoming apparent, and Teletrac is unable to reasonably correct it within 90 days of the date of the report, Teletrac will refund to the Customer a proportion of fees paid for those parts of the Services that were inoperative for the period from when the defect first became apparent to when the defect was corrected. In the event of each notification, Teletrac may request that the Customer first submit to Teletrac a written description of the apparent defect, a complete copy of all output, including, when possible, screen shots of print outs of the apparent defect and 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 inoperative Services in the said period;

- 7.12.3. Telephone Consultation/On-Line Diagnostic Support. Teletrac provides telephone support by its representatives during Support Hours. In addition, Teletrac offers on-line diagnostic support through the use of remote access software of Teletrac's designation, or other connectivity software where available; and
- 7.12.4. On-Site Troubleshooting and training. When necessary, Teletrac may offer the Customer on-site troubleshooting support. Teletrac retains the right to charge the Customer for such support. Any additional support requested by the Customer, including general maintenance, installation of Upgrades, which requires support by Teletrac representatives at Customer's site, shall be provided and charged to the Customer at Teletrac's standard support rates as specified by Teletrac from time to time plus the cost of travel of Teletrac representatives (including meals and overnight lodging, if necessary).

8. FURTHER LIMITATION TO WARRANTIES

The warranties specified in these Terms (TD, installation and Software) shall be null and void and Teletrac shall be entitled to charge the Customer its then applicable charges for replacement parts, site visits and other associated costs in the event that there has been:

- 8.1. use of TD and/or Software that is not in the ordinary course of business or has not been approved in writing by Teletrac;
- 8.2. accidents, misuse, abuse, neglect, damage and tampering with TD and/or the Software;
- 8.3. improper installation, maintenance, or repair (not provided or authorized by Teletrac) of TD and/or the Software;
- 8.4. connection of TD to an improper voltage supply, reception or transmission problems caused by inadequate or improper antenna (not provided by Teletrac);
- 8.5. water, weather or physical damage to TD or exposure to the elements;
- 8.6. use of TD with accessories or devices not approved by Teletrac; or
- 8.7. use of the Services other than in the normal and customary manner.

9. TELECOMMUNICATION CARRIERS & GPS

The Customer acknowledges that communication services (such as GSM and GPRS) used in the provision of the Services are provided by TCs. The Customer specifically acknowledges and agrees the following with regard to communications:

- 9.1. Customer acknowledges that the Services may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of the transmission networks. Customer agrees that TCs, Teletrac and Teletrac Agents shall not be responsible for such interruptions of Services or the inability to use the Services within or outside the Coverage Area.
- 9.2. Neither Teletrac nor TCs can guarantee the security of wireless transmissions and will the Customer agrees that neither shall be liable for any lack of security relating to the use of the Services;
- 9.3. Teletrac may temporarily suspend or permanently terminate the provision of some or all of the Services upon little or no notice in the event that Teletrac's agreement with a TC is terminated or in the event the Customer violates a TC's acceptable use policy or other network rules and policies. Customer waives any and all claims against the underlying TC, including any roaming carrier, for such suspension or termination. In the event that Teletrac's agreement with a TC is terminated Teletrac will take reasonable steps to transfer the communications used by the Customer to another TC within 28 days;
- 9.4. Teletrac will use all reasonable endeavors to give notice to relevant Customers in the event of notification that a TC intends to discontinue or suspend its provision of any GSM communication services. However in such circumstances where provision of all or part of the Services is no longer possible without changes to the Services, Teletrac shall be entitled to temporarily suspend or permanently terminate the provision of some or all of the Services upon little or no notice to relevant Customers. On request by any Customer effected, Teletrac agrees to offer suitable alternative Services using alternative communication services on commercial terms;
- 9.5. The TDs utilize GPS technology in order to establish geographic location information. While GPS can provide worldwide, three-dimensional positions, 24 hours a day, in any type of weather there are some limitations inherent to GPS technology. There must be a relatively clear "line of sight" between the GPS antenna and 4 or more satellites. Objects, such as buildings, overpasses, and other obstructions (such as parking in garages or underground structures) that shield the antenna from a satellite can potentially weaken a satellite's signal such that it becomes too difficult to ensure reliable and/or accurate positioning. These difficulties are particularly prevalent in densely urban areas;

- 9.6. The Customer acknowledges that it is improbable that the communication services used and GPS will have one hundred percent coverage or functionality in any area at all times. Any deviations from any coverage representations made or from any coverage map shown to the Customer shall not constitute default by Teletrac. Any surveys, if provided, are to indicate general parameters of expected coverage, subject to previously mentioned conditions, and are not binding as an exact representation of coverage; and
- 9.7. In the event that the Customer's use of TD either intentionally or unintentionally results in abnormal and/or excessive communications usage, Teletrac shall be at liberty to suspend Services in relation to the relevant TD, for a reasonable amount of time, on written notice to the Customer, until Teletrac is able to assess the cause and implement a solution.

10. INTERRUPTION OF SERVICES; FORCE MAJEURE

Teletrac shall have no liability for a failure to provide or for delay in providing TD, installation of TD or 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, termination of Services due to actions of a TC, including, but not limited to, deactivation/dismantling of a TC's GSM or GPRS network, 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 Ofcom frequency authorization or license grant. Delivery schedules of TD shall be considered extended by a period of time equal to the time lost because of any such delay. If Teletrac is unable to wholly or partially provide TD or 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 TD, Software or Services which have not been provided and all deposits and advance payments made by the Customer will be retained by Teletrac as compensation for documentation, processing and other expenses.

11. REVISION OF FEES AND SERVICES

Before the end of the Term Teletrac may, upon 60 days' notice revise the monthly rates for Services set forth in the Plan, such changes to take effect immediately after the Term finishes. If the Customer terminates the Agreement as herein provided, all accrued and unpaid charges shall be immediately due and payable.

12. AUTOMATIC RENEWAL & TERMINATION

- 12.1. At the expiration of the Term, the Agreement shall automatically renew for successive 12 month periods unless express written notice is received by either party from the other at least 30 days, but not more than 90 days, prior to the expiration date.
- 12.2. The Customer shall pay Teletrac the unpaid aggregate price and fees for all Services listed in the Plan for the remaining term of the Agreement if the Customer cancels the Agreement otherwise in accordance with 12.1 above.
- 12.3. The Agreement shall terminate immediately without liability if either the GSM or GPS networks are shut down.
- 12.4. 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. In addition, Teletrac may terminate the Agreement with no advance notice upon the occurrence of any Event of Default (as defined in Paragraph 13 below).
- 12.5. The Customer is not entitled to terminate the Agreement pursuant to 12.4 above for any alleged breach of warranty under Paragraphs 5.1, 5.4 or 7.7 herein unless such warranty claim is in writing and follows the procedures set out in Paragraphs 5.1, 5.4 or 7.12 and Teletrac fails to meet its obligations under Paragraphs 5.1, 5.4, 7.7 or 7.12 herein and after 90 days written notice of breach as prescribed in 12.4 above.
- 12.6. Upon termination of the Agreement for whatever reason the Customer shall not use the Software for any purpose and immediately de-install any Software installed on any of its computers and return to Teletrac or destroy all related documentation if requested by Teletrac. The enforceability of the Agreement which by its nature shall survive the termination of the Agreement.
- 12.7. In the event that the Agreement relates to a Customer's trial or evaluation of the Services ("a Trial"), and in the event the Agreement does not continue after a Trial, Teletrac shall be entitled to charge the Customer a handling and administration fee per Unit at Teletrac's then current rates in addition to de-installation charges and take any and all steps as provided for in Paragraph 13.2 in the event that the Customer does not return TD as provided for in Paragraph 4.9 (save that in the event of a Trial Teletrac will pay the shipping costs of returning TD to Teletrac). Otherwise these Terms apply to the Agreement until its termination or expiry. In the event of a Trial where a Customer does not give written notice of its intent to cancel the Trial before its expiry, this Agreement shall remain in force at the prices quoted to the Customer for a term of three (3) years.

13. CUSTOMER DEFAULT AND TELETRAC REMEDIES

- 13.1. Customer shall be deemed to be in default in the event of any of the following (each an "Event of Default"):
 - 13.1.1. Customer does not pay any amount due within 10 days of when it first becomes due;
 - 13.1.2. Customer is in breach of any of the material terms of the Agreement, or any other obligation with Teletrac, and does not cure such breach within 30 days of receipt of notice of such breach;
 - 13.1.3. Customer transfers or attempts to transfer any TD to another party; or
 - 13.1.4. Customer gives Teletrac reasonable cause to be insecure with Customer's willingness or ability to make required payments, such as: Customer is unable to pay its debts as they fall due, becomes insolvent or bankrupt, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver or administrator appointed over the whole part or any part its assets, makes any composition or arrangement with its creditors or takes or suffering any similar action in consequence of its debt.
- 13.2. In the event of the Event of Default Teletrac may, in addition to the other rights set forth elsewhere in the Agreement take all or any of the following steps:
 - 13.2.1. Suspend any or all Services;
 - 13.2.2. Charge the Customer a £5 per TD administration charge and a late fee and interest at the rate of one and one-half percent (1 1/2%) per month (or the highest rate permitted by law, if such rate exceeds the highest rate permitted by law) to compensate Teletrac for the extra administrative expenses incurred by it;
 - 13.2.3. Accelerate all sums due or to become due (future amounts discounted to present value on the date of computation at 5% per year) in connection with the Agreement as liquidated damages for breach of the Agreement and not as a penalty;
 - 13.2.4. Demand that Customer return TD to Teletrac or at Teletrac's election collect from Customer the estimated TD fair market value, agreed to be 25% of the original TD cost, discounted to present value on the date of computation at 5% per year;
 - 13.2.5. If Customer does not return the TD, Teletrac may without any liability to Customer for damages caused by the entry or retaking possession, and without releasing Customer from any payment or other obligation, immediately repossess the TD (including by entering the Customer's premises on reasonable notice) without any court order or other process of law, in which case Customer agrees to pay the repossession cost;
 - 13.2.6. Exercise any remedy at law or equity, for which Customer expressly waives any required notice;
 - 13.2.7. Sell or otherwise dispose of TD with or without notice, at a public or private sale, and apply the net proceeds to the amount Customer owes Teletrac, in which case, Customer will remain responsible for any remaining amount due hereunder;
 - 13.2.8. Refer the Agreement to an attorney for legal action, in which case, Customer agrees to pay Teletrac's reasonable attorney's fees and actual costs, including our travel costs to any deposition or court appearance. Customer further agrees that a reasonable legal fee is not less than the greater of £300.00 or 25% of the total amount in collection as a liquidated damage and not a penalty; and/or
 - 13.2.9. Charge the Customer a reactivation fee for each TD should Teletrac suspend Services and then re-activate the Services at Teletrac's then current rates.

14. Map Suppliers End User Term

Microsoft Terms of Use and Online Privacy Statements apply to this Agreement and are available at <http://go.microsoft.com/fwlink/?LinkId=21969> and <http://privacy.microsoft.com/en-us/fullnotice.aspx> and Microsoft may change their terms from time to time. Navteq end user terms also apply to this Agreement and are available at www.trafficmaster.co.uk/terms

15. ADDITIONAL THIRD PARTY SERVICES AND SMARTNAV

- 15.1. Third Party Services are only available to Customers which have the Third Party Service included in the Plan and who have paid for the relevant Subscription for these services and the provisions of this Clause 15 shall apply.
- 15.2. The Customer and Authorized users of the Vehicle 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.
- 15.3. Teletrac will make all reasonable efforts to procure the accuracy and completeness of information and reports supplied directly by Third Parties, but do not warrant the accuracy or completeness of them at all times.

- 15.4. The format and content of Third Party reports to the Customer may be changed by the Third Parties, from time to time.
- 15.5. In the event that the Plan includes Stolen Vehicle Tracking, SafeSpeed, SmartNav or SmartNav in Europe paragraphs 5, 6, 8 and/or 9 respectively from www.trafficmaster.co.uk/terms and their respective definitions apply as if incorporated herein and in the case of any inconsistency these terms shall take precedence.

16. PAYMENT/TAXES

Customer shall make payments to Teletrac in accordance with the Agreement, at such place and/or by such means as Teletrac designates from time to time. Specifically:

- 16.1. Unless otherwise detailed in the Plan a pro-rata portion of the aggregated average of the charges for all Services based on a daily charge of one-thirtieth (1/30) of a monthly charge or one-ninetieth (1/90) of a quarterly charge or one three-hundred and sixty-fifth (1/365) of an annual charge shall be payable by the Customer from the earlier of date of installation or 30 days after the Shipping Date to the end of the calendar month in which the said 30 days expires on the Shipping Date ("Part Payment"). Thereafter charges for the Services are due in advance at the beginning of each calendar month or as otherwise detailed in the Plan, from the start of the next calendar month to the expiry of the Term or as otherwise detailed in the Plan and are not refundable;
- 16.2. Unless otherwise detailed in the Plan all payments by the Customer to Teletrac for Services and any other payment obligations shall be made by Teletrac electronically withdrawing requisite cleared funds from the Account. The Customer authorizes Teletrac to debit the Account for periodic charges for Services or other amounts due and owing at the time under this Agreement. If the Customer wants to authorize Teletrac to debit another account, it must advise Teletrac in writing providing adequate authority for Teletrac to debit charges from the Account.
- 16.3. In the event of the Plan detailing monthly in advance payment terms (not annually or quarterly in advance) the Customer shall, on signature of the Agreement, pay by DD (or otherwise detailed in the Plan) the first three complete calendar month's charges of the Term for the Services and the Part Payment as provided for in 16.1 above and therefore the Customer will not need to make another advance payment until the beginning of month four of the Term unless other amounts are owed by the Customer to Teletrac during that period;
- 16.4. Incremental charges and other service charges, including, without limitation, Overage Charges and warranty charges are billed in arrears and shall be paid on 30 days terms;
- 16.5. If Teletrac makes a charge for installation it will be billed separately as specified in the Plan;
- 16.6. Except for the amount, if any, of any tax or fee included in the Agreement, the prices set forth therein are exclusive of VAT and the Customer agrees to pay when due any amount for VAT.
- 16.7. Save for Paragraphs 10 and 7.12.2 herein, no advance payments made by the Customer for the Services and/or TD are refundable.

17. INFORMATION

- 17.1. The Customer warrants that it will advise any employee or other authorized user of a Vehicle that the:
 - 17.1.1. Vehicle may be tracked;
 - 17.1.2. The Customer and designated employees will be able to view details relating to the Vehicle(s) using the Software; and
 - 17.1.3. The Customer will be able to produce historical reporting of the movements of the Vehicle(s) for a period of up to 6 months prior to the date on which the report is requested or for the period from when the Services were active if less.
- 17.2. The Customer acknowledges that for quality control, security reasons and training, telephone calls between Teletrac and the Customer and/or its employees may be recorded.
- 17.3. The Customer consents to Teletrac tracking and tracing the location, time and speed of Vehicles via the TD for the purposes of the Agreement.
- 17.4. 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 or other related purposes. Teletrac will retain such data for 3 years save that access by the Customer without charge may be shorter if detailed in the Plan or if otherwise advised to the Customer. Customers which have OEM lease and maintenance and/or insurance or leasing related services detailed in the Agreement (or otherwise agreed in writing) consent to the provision by Teletrac during the Term of data produced by the use of the Services, or access to said data, identified as the Customer's data, to the OEM, insurance and/or leasing company designated in the Agreement.
- 17.5. Tm and its agents, its business partners and/or carefully selected companies may use the Customer's information to keep the Customer informed by post, telephone, facsimile, e-mail, SMS or other means about Tm products and

services. By providing Tm with contact details, the Customer consents to being contacted by these parties for these purposes. If the Customer does not wish to receive marketing information, the Customer must state this in writing to Trafficmaster Ltd, FREEPOST, ANG7506, Bedford, MK43 0BR or send a message by email to an address specified by Tm.

18. 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, and regulations which from time to time have jurisdiction. In any event, the Customer acknowledges and agrees that:

- 18.1. Teletrac shall have no liability for any single isolated failure of the Services, or delay that does not exceed 48 hours;
- 18.2. The liability and obligations of Teletrac or a Teletrac Agent to the Customer herein may be strictly controlled and limited by the laws, rules and regulations of governmental authorities which from time to time have jurisdiction. In any event, 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 TD (depending on warranty conditions) 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 the 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 more than one year after the accrual of such cause of action. Teletrac shall not be liable for any damages or loss 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 even if Teletrac has been advised of the possibility of such damages;
- 18.3. Teletrac and its suppliers shall not be liable to any other person or entity or third party for any loss or damages caused by any interruption of Services, regardless of cause;
- 18.4. Customer agrees to indemnify, defend and hold Teletrac and its licensors harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense or claim of any fees (including reasonable legal fees) arising out of or in connection with any use or possession by Customer of the data produced by the Services (including location, navigation and routing information and including a breach of the provisions of Paragraph 17.1) and/or the improper or unauthorized use of the Services or the failure to use the same properly or as directed by Teletrac from time to time;
- 18.5. 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 patent, copyright or other intellectual property rights of any third party or the potential misappropriation or unlawful disclosure or use of a third-party's trade secrets (an "Infringement Claim"); or any infringement or suspected infringement of Teletrac's IPR and/or the IPR relating to the Services by a third party, the following provisions shall apply:
 - 18.5.1. The Customer shall immediately give written notice to Teletrac of the matter (stating in reasonable detail the nature of the matter). If the matter has become the subject of any court proceedings the Customer shall deliver the notice of such proceedings within sufficient time to enable Teletrac to contest the proceedings before any material time limits have passed;
 - 18.5.2. The Customer shall provide Teletrac and its professional advisers reasonable access to premises and personnel and to any relevant assets, documents and records within its possession or control (and at Teletrac's expense take copies of any of the documents or records, and photograph any premises or assets) for the purposes of investigating the matter; and
 - 18.5.3. Customer shall:
 - 18.5.3.1. take such action and institute such proceedings, and give such information and assistance, as Teletrac may reasonably request to:
 - 18.5.3.1.1. dispute, resist, appeal, compromise, defend, remedy or mitigate the matter; or
 - 18.5.3.1.2. enforce against any person (other than Teletrac) the rights of the Customer in relation to the matter; and
 - 18.5.3.2. in connection with any proceedings related to the matter (other than against Teletrac) use professional advisers nominated by Teletrac and, if Teletrac so requests, allow Teletrac the exclusive conduct of the proceedings;
 - 18.5.4. The Customer shall 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; and

18.5.5. In addition, if any of the Services provided by Teletrac hereunder are, or in Teletrac's reasonable judgment are likely to become, the subject of an Infringement Claim, whether or not due to notification by Customer, Teletrac shall be at liberty to immediately cease providing those elements of the Services that are subject to the actual or potential Infringement Claim and at its expense will use commercially reasonable efforts to: (A) procure for Customer the right to use and continue using the Services; or (B) replace the Services with a non-infringing equivalent; or (C) modify the Services to make its use hereunder non-infringing; provided however, in the event that Teletrac agrees to commercial terms with the relevant third party to obtain for the Customer the right to use the Services, the Customer will pay, in addition to the fees for the Services listed in the Plan, a monthly amount equal to the Customer's proportionate share of the amounts payable to such third party for the use of the Services during such month. If none of (A), (B), or (C) of the preceding sentence are available on commercially reasonable terms in Teletrac's good faith judgment, Teletrac will so notify the Customer, whereupon: (A) the Customer will cease use of the Services, if requested by Teletrac, return to Teletrac the TDs and Associated Devices containing the allegedly infringing technology in accordance with the terms hereof; and (B) Teletrac will equitably adjust the charges to reflect the discontinuation of the applicable portion of the Services. In such event, the Teletrac and Customer will seek to establish mutually acceptable alternative arrangements and to make any appropriate adjustments to their respective obligations under this Agreement through the execution of an amendment; and

18.5.6. Nothing in this Paragraph 18.5 shall in any way restrict or limit the general obligation at law of the Customer to mitigate any loss which it may incur as a result of any matter related to this Paragraph 18.5.

18.6. The provisions of this Paragraph limiting and excluding the liability of Teletrac are reasonable given the complex nature of the technology involved in the provision of Services and the many other factors affecting the Services outside Teletrac's reasonable control.

19. GENERAL

19.1. Teletrac (or its associated companies) is the proprietor of the "Trafficmaster", "Teletrac", "Fleet Director", "eClient", "Smartnav" names, derivatives, associated symbols and trademarks and all documentation relating thereto and any use is specifically prohibited unless under the Agreement or by separate written agreement with Teletrac.

19.2. 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. Such a provision shall not affect the validity and enforceability of the remaining provisions of the Agreement.

19.3. The Agreement (and for the avoidance of doubt including these Terms) constitutes the entire agreement and understanding between the parties as to the subject matter of the Agreement and supersede all previous and contemporaneous communications, representations or agreements, written or oral relating to the Services purchased under the Agreement. Any amendments to these Terms must be in writing and authorized and signed by a Director of Teletrac or its Financial Controller or General Counsel and are not otherwise binding.

19.4. 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 of the Agreement.

19.5. In these Terms, words incorporating the masculine gender only include the feminine and neuter genders and words incorporating the singular number only include the plural and vice versa.

19.6. The Customer agrees to observe and abide by all applicable laws, ordinances, rules and to hold Teletrac harmless from liability or loss by reason of any asserted or established violation of said laws, rules, or regulations by Customer, its employees, agents or representatives.

19.7. 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 the Vehicle to drive safely and in accordance with local laws and regulations. The Customer or its employees or other authorized users are ultimately responsible for the Vehicle under his/her control 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 the driver of the Vehicle. Users of the Vehicle remain at all times responsible for observing all relevant laws and codes of safe driving and Teletrac is not liable for any fine, penalty, or punishment issued to the Customer or any user of the Vehicle.

19.8. 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, except that Customer may, without Teletrac's consent, assign the Agreement: (a) to Customer's parent company, a subsidiary, or an affiliate; (b) to any successor corporation by consolidation or merger; or (c) to any corporation with the authority to carry on a business of a nature transacted by Customer and to which Customer

has sold all or substantially all of its assets, provided that Customer has advised Teletrac in writing of such assignment and Customer remains liable for any obligations or liabilities arising under the Agreement.

- 19.9. The headings used in these Terms are for convenience only and are not to be used in the interpretation of the Agreement.
- 19.10. All notices and other communications required or permitted to be given under the Agreement shall be in writing and shall be delivered or transmitted by the Customer to Teletrac at the address specified on the Agreement or such other address as Teletrac may notify to the Customer for this purpose from time to time. Notices by Teletrac to the Customer shall be to the customer address listed on the Agreement or as provided by the Customer to Teletrac from time to time and it is the responsibility of the Customer to advise Teletrac of any change of address expeditiously. Any notice shall be treated as having been served on delivery if delivered by hand or email, 4 working Days after posting if sent by pre-paid registered mail, 2 working Days after dispatch if sent by courier and on confirmation of transmission if sent by facsimile.
- 19.11. The construction, validity and performance of this Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts to resolve any disputes between them.
- 19.12. Where any provision of this Agreement refers to an affiliated company or licensor of Tm, it shall be enforceable by that company in accordance with the Contracts (Rights of Third Parties) Act 1999 (UK), but otherwise no provision in this Agreement is intended for the benefit of any third party.

It is the policy of Trafficmaster Ltd always to try to give our best possible service to you, but if you have any questions or concerns about the product or service, please contact Trafficmaster Ltd. The contact details are: Trafficmaster Ltd, Martell House, University Way, Cranfield, Bedfordshire, MK43 0TR. Email: info@trafficmaster.co.uk