

Jets GPS Fleet Solutions Ltd Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement.

Agreement: means the agreement between the parties, comprising the Service Agreement and these Terms as amended from time to time.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: means the period of 9:00am to 5:00pm on a Business Day.

Charges: means:

- a) the charges for the sale and purchase of the Equipment; or
- b) the Rental Payments;
- c) the Subscription Fees; and
- d) any delivery charges,

as set out in the Services Agreement (or otherwise varied in accordance with these Terms) and any other charges to be paid by the Customer to Jets GPS in accordance with the Services Agreement and these Terms.

Commencement Date: the date specified in the Services Agreement.

Customer: means the party entering into this Agreement with Jets GPS as identified in the Services Agreement.

Dash Cam: means the Dash Cam and any additional hardware specified in the Service Agreement including leads Installed into the Vehicle or asset used as part of or in conjunction with the System.

Date Fair Use Policy: means Jets GPS' fair use policy in respect of System as set out within the Services Agreement or the Promotional Materials (as the case may be) or otherwise as notified to the Customer, as amended from time-to-time.

Delivery Date: the date for the Delivery of the Equipment, as set out in the Services Agreement.

Equipment: means, unless otherwise set out within the Services Agreement, the:

- a) Tracking Units(s);
- b) Dash Cam(s);
- c) Multi-Cam(s); and
- d) SIM Card(s),

which shall be subject of the hire and/or sale provisions under these this Agreement.

Installation Services: means the configuration, delivery and installation of the Equipment by Jets GPS or an Installer and **Installation** and **Installed** shall be construed accordingly.

Installer: means any third-party authorised by Jets GPS to provide the Installation Services to the Customer on behalf of Jets GPS.

Jets GPS: means Jets GPS Fleet Solutions Limited, a Company registered in England and Wales, (registered number 7821766) whose registered office is at c/o PM&M, Greenbank Technology Park, Challenge Way, Blackburn, BB1 5QB.

Multi-Cam: means the multi cam system and any additional hardware specified in the Service Agreement including leads Installed into the Vehicle or asset used as part of or in conjunction with the System.

Payment Schedule: the schedule in accordance with which the Rental Payments are to be made, as set out in the Service Agreement.

Promotional Materials: includes but is not limited to, Jet GPS's website, advertising literature and any documents (including quotations and proposals) provided to the Customer by Jets GPS.

Rental Payments: the payments to be made by the Customer in consideration for the hire of the Equipment.

Rental Period: the period of hire determined in accordance with clause 14.

Risk Period: the period during which the Equipment is at the sole of the risk of the Customer as set out in clause 15.2.

Services Agreement: means the covering agreement to which these Terms are attached, including variables pertaining to these Terms and which the parties sign to signify their agreement to this Agreement.

SIM Card: means the sim card(s) that is required in order to operate the Equipment, as set out in the Services Agreement (which shall further particularise applicable data usage limits and requirements).

Site: the Customer's premises, as set out in the Services Agreement.

Jets GPS Fleet Solutions Ltd Terms & Conditions

Specification: any specification for the Equipment, including any related data, designs, drawings, images, information, materials, plans or other documentation, that is provided by the Customer to Jets GPS.

Subscription: the Customer's subscription to use the System in accordance with these Terms.

Subscription Fees: the applicable fees payable in respect of the Subscription.

Subscription Period: the period of the Subscription, being:

- a) where the Equipment is sold to the Customer, the period specified in the Services Agreement; or
- b) where the Equipment is hired to the Customer, the Rental Period.

System: the operating system, tracking functionalities and associated software in respect of the Equipment which shall be subject to the Subscription, as further particularised within the Services Agreement.

Third-Party Additional Terms: any additional third-party terms and conditions which may apply in respect of the Third-Party Software.

Third-Party Software: any applicable third-party software that may, from time-to-time, be incorporated within the System.

Total Loss: where the Equipment is, due to the Customer's default, determined in Jets GPS's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

Tracking Unit: means the tracking unit(s) and any additional hardware specified in the Service Agreement including leads Installed into the Vehicle or asset used as part of or in conjunction with the System.

VAT: value added tax chargeable in the UK.

Vehicle: means the Customer's vehicle(s) in which the Equipment will be Installed, as set out in the Services Agreement.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provisions.
- 1.8 A reference to **writing** or **written** includes email but not fax.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.11 References to clauses are to the clauses of this Agreement.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. CHARGES

- 2.1 The Charges payable by the Customer under the Agreement shall be as set out in the Service Agreement.
- 2.2 The Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 2.3 Jets GPS may, by giving notice to the Customer at any time up to five (5) Business Days before the Delivery Date, increase the Charges to reflect any increase that is due to:
 - 2.3.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

Jets GPS Fleet Solutions Ltd Terms & Conditions

- 2.3.2 any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Specification; or
- 2.3.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.
- 2.4 Without prejudice to any applicable Payment Schedule and unless otherwise specified in the Agreement, the Customer shall pay any and all invoices raised by Jets GPS from time to time in full and in cleared funds within fourteen (14) days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Jets GPS. Time for payment in accordance with this clause is of the essence as access to the System shall not be permitted until clear funds have been received by Jets GPS
- 2.5 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 2.6 If the Customer fails to make a payment due to Jets GPS under the Agreement by the due date, then, without limiting Jets GPS's remedies under clause 5, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 2.7 In the event that the Customer causes any loss or damage to the Equipment (in whole or in part) Jets GPS shall be entitled to levy a charge against the Customer for the full value of the Equipment lost or damaged. Any invoice raised in relation to loss or damage of Equipment shall be paid with fourteen (14) day of the date of the invoice. Upon receipt of payment Jet GPS shall, at its discretion, provide the Customer with replacement Equipment.
- 2.8 Save were the law permits, the Customer shall not be entitled to any rebate or refund of any payments made to Jets GPS.
- 3. DELIVERY AND INSTALLATION**
- 3.1 Jets GPS shall ensure that each delivery of the Equipment is accompanied by a delivery note that shows the Commencement Date, all relevant Customer and Jets GPS reference numbers, whether the Equipment is being leased or sold, the type and quantity of the Equipment (including the code number of the Equipment, where applicable), special storage instructions (if any) and, if the Equipment is being delivered by instalments, the outstanding balance of Equipment remaining to be delivered.
- 3.2 Delivery of the Equipment shall be made by Jets GPS or the Installer. Jets GPS shall use reasonable endeavours to effect delivery by the Delivery Date, provided always that the Delivery Date is an estimate only and time shall not be of the essence in this regard. Jets GPS shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Jets GPS with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment. Jets GPS may in advance of the Delivery Date deliver the Equipment by giving reasonable notice of the same to the Customer.
- 3.3 Unless otherwise agreed, Delivery shall be complete on the successful unloading of the Equipment at the Site. Where Jets GPS is to carry out Installation Services in respect of the Equipment, Delivery shall be complete on the completion of those Installation Services.
- 3.4 Jets GPS or an Installer (as the case may be) shall carry out the Installation Services at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present in order for the Installation Services to take place in respect of each Vehicle in question. Acceptance by such representative of the Installation Services shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by Jets GPS, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 3.5 The Customer shall at its sole expense provide to Jets GPS and any Installer:
- 3.5.1 all requisite materials, facilities, access and suitable working conditions; and
- 3.5.2 safe and unencumbered access to, movement around and egress from the Site and the Vehicle(s),
- to enable Delivery and the Installation Services to be carried out safely and expeditiously.
- 3.6 If the Customer fails to accept physical delivery of the Equipment on the Delivery Date, then, except where such failure is caused by Jets GPS's failure to comply with its obligations under this Agreement:
- 3.6.1 the Equipment shall be deemed to have been Delivered at 9.00 am on the Delivery Date; and
- 3.6.2 Jets GPS shall store the Equipment until delivery takes place, and charge the Customer for all related Losses (including insurance) that Jets GPS may suffer as a result.
- 3.7 If ten Business Days after the day on which Jets GPS notified the Customer that the Equipment was ready for delivery the Customer has not taken or accepted actual delivery of them, Jets GPS may resell or otherwise dispose of part or

Jets GPS Fleet Solutions Ltd Terms & Conditions

all of the Equipment and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Equipment or charge the Customer for any shortfall below the price of the Equipment.

- 3.8 Jets GPS may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel that or any other instalment.

4. LIMITATION OF LIABILITY

- 4.1 The restrictions on liability in this clause 4 apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 4.2 Nothing in this Agreement limits any liability which cannot legally be limited including liability for:

- 4.2.1 death or personal injury caused by negligence;
- 4.2.2 fraud or fraudulent misrepresentation;
- 4.2.3 breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 and section 12 of the Sale of Goods Act 1979 (as the case may be); or
- 4.2.4 any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.

- 4.3 Subject to clause 4.2, Jets GPS's total liability to the Customer shall not exceed the applicable Charges payable by the Customer to Jets GPS under the Agreement.

- 4.4 Subject to clause 4.2, Jets GPS shall not be liable under this Agreement for any:

- 4.4.1 loss of profits;
- 4.4.2 loss of sales or business;
- 4.4.3 loss of agreements or contracts;
- 4.4.4 loss of anticipated savings;
- 4.4.5 loss of use or corruption of software, data or information;
- 4.4.6 loss of or damage to goodwill; and
- 4.4.7 indirect or consequential Loss.

- 4.5 Subject to clause 4.2, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under this Agreement are, to the fullest extent permitted by law, excluded from this Agreement.

- 4.6 The Customer shall indemnify Jets GPS, keep Jets GPS indemnified and hold Jets GPS harmless for any direct, indirect, consequential and special Losses including loss of profit, revenue, business or goodwill and whether arising in contract, tort (including negligence), misrepresentation or otherwise arising out of or in connection with the performance or non-performance of this Agreement by the Customer howsoever caused.

5. TERMINATION

- 5.1 Without affecting any other right or remedy available to it, Jets GPS may terminate the Agreement with immediate effect by giving written notice to the Customer if:

- 5.1.1 the Customer fails to pay any amount due under this Agreement on the due date for payment;
- 5.1.2 the Customer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 Business Days after being notified to do so;
- 5.1.3 the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 5.1.4 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- 5.1.5 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other

Jets GPS Fleet Solutions Ltd Terms & Conditions

than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer];

- 5.1.6 the Customer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 5.1.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership) [other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer];
 - 5.1.8 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer (being a company);
 - 5.1.9 the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 5.1.10 a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
 - 5.1.11 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 Business Days;
 - 5.1.12 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 5.1.4 to clause 5.1.11 (inclusive);
 - 5.1.13 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or
 - 5.1.14 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 5.2 For the purposes of clause 5.1.2, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which Jets GPS would otherwise derive from:
- 5.2.1 a substantial portion of this Agreement; or
 - 5.2.2 any of the obligations set out in clause 16,
- over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 5.3 This Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

6. CONSEQUENCES OF TERMINATION

- 6.1 On termination of this Agreement, however caused:
- 6.1.1 where the Equipment has been hired to the Customer:
 - 6.1.1.1 Jets GPS's consent to the Customer's possession of the Equipment shall terminate;
 - 6.1.1.2 the Customer shall ensure the return of all Equipment to Jets GPS in full working order; and
 - 6.1.1.3 in the event that the Customer fails to return the Equipment within fourteen (14) days of this Agreement being terminated, Jets GPS may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site (or any premises) or any Vehicles(s) at which the Equipment is located and Installed; and
 - 6.1.2 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Jets GPS on demand:
 - 6.1.2.1 all Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 2.6; and
 - 6.1.2.2 any Losses incurred by Jets GPS in recovering the Equipment or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 6.2 On termination of this Agreement pursuant to clause 5.1, any other repudiation of this Agreement by the Customer which is accepted by Jets GPS or pursuant to clause 5.3, without prejudice to any other rights or remedies of Jets GPS,

Jets GPS Fleet Solutions Ltd Terms & Conditions

the Customer shall pay to Jets GPS on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period.

- 6.3 The sums payable pursuant to clause 6.2 shall be agreed compensation for Jets GPS's Losses and shall be payable in addition to the sums payable pursuant to clause 6.1.2. Such sums may be partly or wholly recovered from any Deposit.
- 6.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 6.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

7. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this Agreement by giving 10 Business Days' written notice to the affected party.

8. CONFIDENTIAL INFORMATION

- 8.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 8.2.
- 8.2 Each party may disclose the other party's confidential information:
- 8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with clause 8; and
- 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9. GENERAL

- 9.1 **Assignment and other dealings.** This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 9.2 **Entire Agreement.**
- 9.2.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.2.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 9.3 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.4 **No partnership or agency.**
- 9.4.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 9.4.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 9.5 **Further assurance.** Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

Jets GPS Fleet Solutions Ltd Terms & Conditions

- 9.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 9.7 **Third Party Rights.**
- 9.7.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 9.7.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 9.8 **Notices.**
- 9.8.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- 9.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 9.8.1.2 sent by email to the address specified in the Services Agreement.
- 9.8.2 Any notice or communication shall be deemed to have been received:
- 9.8.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 9.8.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 9.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, where Business Hours resume.
- 9.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 9.9 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.10 **Rights and remedies.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 9.11 **Severance.**
- 9.11.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 9.11.2 If any provision or part-provision of this Agreement is deemed deleted under clause 9.11.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 9.12 **Governing law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 9.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

PART 1 – SALE AND PURCHASE OF EQUIPMENT

10. THE EQUIPMENT

- 10.1 The Equipment is described in the Promotional Materials as modified or supplemented by any applicable Specification.
- 10.2 The Customer:
- 10.2.1 warrants that the Specification does not breach the Intellectual Property Rights of any third party; and
- 10.2.2 shall indemnify Jets GPS in full from and against any and all Losses (including any direct, indirect, special or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Jets GPS in connection with any claim made against Jets GPS for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Jets GPS' use of the Specification.

Jets GPS Fleet Solutions Ltd Terms & Conditions

This clause 10.2 shall survive termination of the Contract.

- 10.3 Jets GPS reserves the right to amend the specification of the Equipment and, where applicable, the Customer Specification if required by any applicable laws from time to time in force or to improve the Equipment where to do so would not have a materially adverse effect on the Customer.

11. QUALITY

- 11.1 Jets GPS warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Equipment shall:

- 11.1.1 conform in all material respects with its description and the Specification;
- 11.1.2 be free from material defects in design, material and workmanship;
- 11.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 11.1.4 be fit for any purpose held out by Jets GPS.

- 11.2 Subject to clause 11.3, if:

- 11.2.1 the Customer gives notice in writing to Jets GPS during the Warranty Period within a reasonable time of discovery that some or all of the Equipment does not comply with the warranty set out in clause 11.1;
- 11.2.2 Jets GPS is given a reasonable opportunity of examining such Equipment; and
- 11.2.3 the Customer (if asked to do so by Jets GPS) must return such Equipment in the same condition that they were delivered to the Customer, to Jets GPS at the Customer's cost (such reasonable return costs to be refunded to the Customer if the Goods are found not to comply with the warranty set out at clause 11.1,

Jets GPS shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in addition to any reasonable return costs in accordance with clause 11.2.3.

- 11.3 Jets GPS shall not be liable for the Equipment's failure to comply with the warranty set out in clause 11.1 in any of the following events:

- 11.3.1 the Customer makes any further use of such Equipment after giving notice in accordance with clause 11.2;
- 11.3.2 the defect arises because the Customer failed to follow Jets GPS' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;
- 11.3.3 the defect arises as a result of Jets GPS following any drawing, design or Specification supplied by the Customer;
- 11.3.4 the Customer alters or repairs such Equipment without the written consent of Jets GPS;
- 11.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 11.3.6 the Equipment differs from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements or for their improvement under clause 10.3.

- 11.4 Except as provided in this clause 11, Jets GPS shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 11.1.

- 11.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Agreement.

- 11.6 These Terms shall apply to any repaired or replacement Equipment supplied by Jets GPS.

12. TITLE AND RISK

- 12.1 The risk in the Equipment shall pass to the Customer in accordance with clause 3.3.

- 12.2 Title to the Equipment shall not pass to the Customer until Jets GPS receives payment in full (in cash or cleared funds) for the Equipment and any other goods that Jets GPS has supplied to the Customer in respect of which payment has become due, in which case title to the Equipment shall pass at the time of payment of all such sums.

- 12.3 Until title to the Equipment has passed to the Customer, the Customer shall:

- 12.3.1 store the Equipment separately from all other goods held by the Customer so that it remains readily identifiable as Jets GPS' property;
- 12.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;

Jets GPS Fleet Solutions Ltd Terms & Conditions

- 12.3.3 maintain the Equipment in a satisfactory condition and keep its insured against all risks for its full price from the date of delivery;
 - 12.3.4 notify Jets GPS immediately if it becomes subject to any of the events listed in clause 5.1;
 - 12.3.5 give Jets GPS such information relating to the Equipment as Jets GPS may require from time to time; and
 - 12.3.6 not grant any pledge or in any way charge by way of security for any indebtedness any of the Equipment which remains the property of Jets GPS.
- 12.4 Subject to clause 12.5, the Customer may resell or use the Equipment in the ordinary course of its business (but not otherwise) before Jets GPS receives payment for the Equipment. However, if the Customer resells the Equipment before that time:
- 12.4.1 it does so as principal and not as Jets GPS' agent; and
 - 12.4.2 title to the Equipment shall pass from Jets GPS to the Customer immediately before the time at which resale by the Customer occurs.
- 12.5 If before title to the Equipment passes to the Customer the Customer breaches any of its obligations under clause 12.3 or becomes subject to any of the events listed in clause 5.1, then, without limiting any other right or remedy Jets GPS may have:
- 12.5.1 the Customer's right to resell the Equipment or use them in the ordinary course of its business ceases immediately; and
 - 12.5.2 Jets GPS may at any time:
 - 12.5.2.1 require the Customer to deliver up all Equipment in its possession that has not been resold, or irrevocably incorporated into another product; and
 - 12.5.2.2 if the Customer fails to do so promptly, enter any Site and/or Vehicle of the Customer or of any third party where the Equipment is stored or installed in order to recover it.

PART 2 – HIRE OF EQUIPMENT

13. EQUIPMENT HIRE

- 13.1 Jets GPS shall hire the Equipment to the Customer for use in respect of the Vehicle(s) subject to the terms and conditions of the Agreement.
- 13.2 Jets GPS shall not, other than in the exercise of its rights under the Agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.

14. RENTAL PERIOD

The Rental Period shall commence on the Delivery Date and shall continue for the period set out in the Services Agreement unless and until the Agreement is terminated in accordance with these Terms.

15. TITLE, RISK AND INSURANCE

- 15.1 The Equipment shall at all times remain the property of Jets GPS, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the Agreement).
- 15.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer once the Equipment has been Installed, or on Delivery, where the Equipment has been Delivered but the Installation Services are being carried out separately. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to Jets GPS. During the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
 - 15.2.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Jets GPS may from time to time nominate in writing;
 - 15.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Jets GPS may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - 15.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Jets GPS may from time to time consider reasonably necessary and advise to the Customer.

Jets GPS Fleet Solutions Ltd Terms & Conditions

- 15.3 All insurance policies procured by the Customer shall be endorsed to provide Jets GPS with at least twenty Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on Jets GPS's request name Jets GPS on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 15.4 The Customer shall give immediate written notice to Jets GPS in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 15.5 If the Customer fails to effect or maintain any of the insurances required under this Agreement, Jets GPS shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 15.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Jets GPS and proof of premium payment to Jets GPS to confirm the insurance arrangements.

16. CUSTOMER'S RESPONSIBILITIES

- 16.1 The Customer shall during the Hire Period:
- 16.1.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Jets GPS;
 - 16.1.2 ensure that any and all Equipment provided by Jets GPS is adequately insured (by the Customer) to its full resale value and that any relevant insurance documents are made available to Jets GPS upon request;
 - 16.1.3 at all times adhere to the Data Fair Use Policy;
 - 16.1.4 take such steps (including compliance with all safety and usage instructions provided by Jets GPS) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used;
 - 16.1.5 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
 - 16.1.6 make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of Jets GPS unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Jets GPS immediately on Installation;
 - 16.1.7 keep Jets GPS fully informed of all material matters relating to the Equipment;
 - 16.1.8 keep the Equipment at all times in the Vehicle(s) and shall not move or attempt to move any part of the Equipment to any other location or vehicle without Jets GPS's prior written consent;
 - 16.1.9 permit Jets GPS or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site (or any premises) and/or any Vehicle at or in which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
 - 16.1.10 maintain operating and maintenance records of the Equipment and make copies of such records readily available to Jets GPS, together with such additional information as Jets GPS may reasonably require;
 - 16.1.11 not, without the prior written consent of Jets GPS, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - 16.1.12 not without the prior written consent of Jets GPS, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building;
 - 16.1.13 not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Jets GPS in the Equipment;
 - 16.1.14 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify Jets GPS and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Jets GPS on demand against all Losses incurred as a result of such confiscation;
 - 16.1.15 not use the Equipment for any unlawful purpose;

Jets GPS Fleet Solutions Ltd Terms & Conditions

- 16.1.16 ensure that at all times the Equipment remains identifiable as being Jets GPS's property;
- 16.1.17 deliver up the Equipment at the end of the Rental Period or on earlier termination of this Agreement at such address as Jets GPS requires, or if necessary allow Jets GPS or its representatives access to the Site (or any premises) and the Vehicle(s) where the Equipment is located for the purpose of removing the Equipment; and
- 16.1.18 not do or permit to be done anything which could invalidate the insurances referred to in clause 15.2.
- 16.2 The Customer acknowledges that Jets GPS shall not be responsible for any Loss of or to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify Jets GPS in full against all Losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Jets GPS arising out of, or in connection with any failure by the Customer to comply with the terms of this Agreement.
- 17. WARRANTY**
- 17.1 Jets GPS warrants that the Equipment shall substantially conform to its specification (as made available by Jets GPS), be of satisfactory quality and fit for any purpose held out by Jets GPS. Jets GPS shall use reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within twelve months from Delivery, provided that:
- 17.1.1 the Customer notifies Jets GPS of any defect in writing within five Business Days of the defect occurring or of becoming aware of the defect;
- 17.1.2 Jets GPS is permitted to make a full examination of the alleged defect;
- 17.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Jets GPS's authorised personnel;
- 17.1.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
- 17.1.5 the defect is directly attributable to defective material, workmanship or design.
- 17.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Jets GPS, the Customer shall be entitled only to such warranty or other benefit as Jets GPS has received from the manufacturer.
- 17.3 If Jets GPS fails to remedy any material defect in the Equipment in accordance with clause 17.1, Jets GPS shall, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement and, if relevant, return any Deposit (or any part of it).

PART 3 – THE SYSTEM

18. LICENCE

- 18.1 In consideration of the Subscription Fees paid by the Customer to Jets GPS, receipt of which Jets GPS hereby acknowledges, Jets GPS grants to the Customer a non-exclusive, non-transferrable and non-sublicensable licence throughout the Subscription Period to use the System in respect of the Vehicle(s) only.
- 18.2 In relation to scope of use:
- 18.2.1 for the purposes of clause 18.1, use of the System shall be restricted to use of the System in object code form for the purpose of processing the Customer's data for normal business purposes relating solely to the Customer's use of the Equipment (which shall not include allowing the use of the System by, or for the benefit of, any person other than an employee of the Customer).
- 18.2.2 the Customer may not use the System other than as specified in clause 18.1 and clause 18.2.1 without the prior written consent of Jets GPS, and the Customer acknowledges that additional fees may be payable on any change of use approved by Jets GPS.
- 18.2.3 the Customer may make as many backup copies of the System as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the System and take steps to prevent unauthorised copying.
- 18.2.4 except as expressly stated in this clause 18.2, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the System in whole or in part except to the extent that any reduction of the System to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the System with the operation of other software or systems used by the Customer, unless Jets GPS is prepared to carry out such action at a reasonable commercial fee or has

Jets GPS Fleet Solutions Ltd Terms & Conditions

provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request Jets GPS to carry out such action or to provide such information (and shall meet Jets GPS' reasonable costs in providing that information) before undertaking any such reduction.

- 18.2.5 the Third-Party Software shall be deemed to be incorporated within the System for the purposes of the Agreement (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms.
 - 18.2.6 the Customer shall indemnify and hold Jets GPS harmless against any Losses which it may suffer or incur as a result of the Customer's breach of any Third-Party Additional Terms howsoever arising.
 - 18.2.7 Jets GPS may treat the Customer's breach of any Third-Party Additional Terms as a breach of the Agreement.
- 18.3 The Customer may not use any such information provided by Jets GPS or obtained by the Customer during any such reduction permitted under clause 18.2.4 to create any software whose expression is substantially similar to that of the System nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 18.4 The Customer shall not:
- 18.4.1 sub-license, assign or novate the benefit or burden of this licence granted under this clause 18 in whole or in part;
 - 18.4.2 allow the System (or any component element) to become the subject of any charge, lien or encumbrance; and
 - 18.4.3 deal in any other manner with any or all of its rights and obligations under this agreement,
- without the prior written consent of Jets GPS, such consent not to be unreasonably withheld or delayed.
- 18.5 The Customer shall:
- 18.5.1 ensure that the System is installed on designated Equipment and in respect of designated Vehicles only;
 - 18.5.2 keep a complete and accurate record of the Customer's copying and disclosure of the System and its users, and produce such record to Jets GPS on request from time to time;
 - 18.5.3 notify Jets GPS as soon as it becomes aware of any unauthorised use of the System by any person;
 - 18.5.4 pay, for broadening the scope of the licences granted under this Licence to cover the unauthorised use, an amount equal to the fees which Jets GPS would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in this Agreement, from such date to the date of payment.
- 18.6 The Customer shall permit Jets GPS to inspect and have access to any Site or Vehicle (and to the Equipment located there) at or on which the System is being kept or used, and have access to any records kept in connection with this Licence, for the purposes of ensuring that the Customer is complying with the terms of this Agreement, provided that Jets GPS provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.