

PURCHASE OF PRODUCTS AND SUPPLY OF SERVICES AGREEMENT.

1.	PARTIES:	Annual Period	Means each subsequent 12 month period from the Commencement Date.
1.1	Track24 FZE Limited, PO Box 121641, SAIF Zone, Sharjah, UAE, ("Track24"); and	Commencement Date	Means the date of acceptance of the Quotation by Track24 as set out in clause 2.3.4.
1.2	The Buyer whose name and address is set out in the Quotation ("the Buyer").	Confidential Information	Means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of this Agreement), including all information relating to that other's business, operations, systems, processes, products (including, in the case of Track24, all Software and Documentation), trade secrets, know how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which: (a) is available to the public other than because of any breach of this Agreement; (b) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (c) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (d) is trivial or obvious.
2.	TERMS AND CONDITIONS		
2.1	Interpretation		
2.1.1	In this Agreement the following words have the following meanings:		
Activate	Means a Product appears and can be used on the Track24 network.		
Additional Charges	Means the additional charges payable for the provision of additional services such services including but not limited to additional services related to Release, fees for the Software, training, excess forward and return messages and website setting up fee.		
Agreement	Means this Agreement.		
Airtime Services	Means the various airtime services for the supply of Messages to and from Products provided by Track24 and as amended from time to time.		
Airtime Services Amount	Means the variable sum payable by the Buyer to Track24 monthly (as set out in the Quotation) calculated on the basis of the Airtime Tariff Structure as set out in the Quotation. Airtime Services Amount is payable for all Products which are Activated.	Deactivate	Means suspension of a Product from the Track24 network.
Airtime Tariff Structure	Means the tariff set out in the Quotation to be used for determining the amount payable by the Buyer for Airtime Services.	Deactivation Fee	Means the fee for Deactivation of a Product as set out in the Quotation
		Documentation	Means any documentation relating to the Products, Airtime Services or Software provided by Track24 to the Buyer including the operator and user guides.

Initial Services Period	Means the period of 12 months on the Commencement Date.	(which shall include any improvements, or changes thereto) to enable the Buyer to monitor the Products on the Track24 network.
Intellectual Property Rights	Means patents, design rights, trade marks, trading, business or domain names and email addresses, copyrights, rights in databases and typographical arrangements and in each case whether registered or not and any application to register or rights to apply for registration for any of the foregoing, as well as all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world.	2.1.2 In this Agreement references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced. 2.1.3 In this Agreement references to the masculine include the feminine and to the singular include the plural and vice versa as the context admits or requires. 2.1.4 Headings will not affect the construction of this Agreement. 2.1.5 In the event of inconsistency between the terms of this Agreement and the terms of the Quotation, the terms of this Agreement shall prevail. 2.1.6 Reference to "including" or any similar terms in this agreement shall be treated as being by way of example and shall not limit the general applicability of preceding words.
Licensors	Means Track24's other third party licensors in respect of the Software, Airtime Services and/or Products.	
Messages	Means the transmitted and received messages and acknowledgements sent to and from the Products and all other associated messages for the operation of the Products.	
Operations Manual	The operations manual for the Products.	
Products	Means the products as set out in the Quotation.	2.2 PROVISION OF GOODS 2.2.1 Track24 shall sell the Products and shall use reasonable endeavours to supply Airtime Services and Software to the Buyer, and the Buyer shall purchase the Products and Airtime Services and utilize the Software from Track24, for the duration of the Initial Services Period. 2.2.2 After the Initial Services Period this Agreement shall continue in force until terminated by either party in accordance with clause 2.11 of this Agreement. 2.2.3 Intellectual Property Rights in the Products, the Software, the Operations Manual and Documentation shall remain owned by Track24 and its Licensors. Track24 grants to the Buyer a non-exclusive limited licence, during the term of this Agreement, to use the run-time code version of the Software and the Documentation for the purposes supplied, provided that the Documentation may only be used to the extent strictly necessary to use the Software as permitted, and may not be shared with any third party. Use of the Software is limited to one System Instance. 2.2.4 The Buyer may not (and represents and warrants that it will not): (a) make any copies of the Software except for reasonable archival or backup purposes or as are reasonably necessary to support Buyer's use of the Software in accordance with this agreement, but shall in each case ensure that all such copies are clearly identified as back-up copies of documentation or software (as the case may be) all Intellectual Property Rights in which are owned by Track24 or its Licensors, and shall on request disclose to Track24 the number and locations of all such copies;
Quotation	Means the quotation submitted to the Buyer by Track24 detailing the cost of the Products, the Airtime Services Amount and any Additional Charges, signed by the Buyer.	
Reactivate	Means Activation of a Product after it has been Deactivated	
Reactivation Fee	Means the fee for Reactivation of a Product as set out in the Quotation.	
Release	Means permanently removing a Product from the Track24 network.	
Release Fee	Means the per-Product fee set out in the Quotation.	
Software	Means any software made available by Track24 to the Buyer	

(b) modify, merge, rent, lease, sub-license, redistribute, sell, publish, assign, outsource or transfer the Software;

(c) translate, reverse engineer, decompile or disassemble the Software save to the extent this restriction is prohibited by applicable law; or

(d) use the Software to create scandalous, obscene or immoral works.

2.3 APPLICATION OF TERMS

2.3.1 This Agreement, together with the Quotation, sets out all the terms that have been agreed between the parties in relation to the Products, Airtime Services, Messages, Software, Documentation and related matters. No other representations or terms shall apply or form part of this agreement (save that neither party limits or excludes liability for fraudulent misrepresentation).

2.3.2 Without prejudice to clause 2.3.1, no other terms or conditions endorsed upon, delivered with or contained in the Buyer's request, confirmation of order, specification or other document form part of this Agreement.

2.3.3 The Quotation will only be accepted by Track24 as a binding order once an invoice is issued by Track24 or (if earlier) Track24 delivers the Products to the Buyer.

2.3.4 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.3.5 Any Quotation is valid for a period of 14 days only from its date, provided that Track24 has not previously withdrawn it.

2.4 DESCRIPTION

2.4.1 The Products shall be as set out in the Quotation.

2.4.2 All Documentation and other drawings, descriptive matter, specifications and advertising issued by Track24 and any descriptions or illustrations contained in Track24 catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They do not form part of this Agreement.

2.5 DELIVERY OF PRODUCTS

2.5.1 Delivery of the Products shall take place at Track24's place of business, and, subject to clause 2.5.2, the Buyer will collect the Products at its own cost at a time agreed with Track24. The Buyer acknowledges that the Software is made available online and not delivered. Track24 will make the Operations Manual available on request if not already supplied to Buyer.

2.5.2 Where it is agreed with Track24 that Track24 will deliver Products to the Buyer, on or after the Commencement

Date the Buyer will pay in cleared funds the full cost of transport from Track24's place of business to any address notified by the Buyer and agreed by Track24 and Track24 will arrange the transport of the Products at the risk of the Buyer. Track24 is not obliged to deliver the Products to the Buyer until it has received payment in full for the delivery.

2.5.3 Any dates specified by Track24 for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice.

2.5.4 If for any reason the Buyer will not accept delivery of any of the Products, or Track24 is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

- (a) the Products will be deemed to have been delivered; and
- (b) Track24 may store the Products until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

2.6 NON-DELIVERY

2.6.1 Where it is agreed with Track24 that Track24 will deliver Products to the Buyer under clause 2.5.2:

(a) the quantity of any consignment of Products as recorded by Track24 upon dispatch from Track24's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary; and

(b) Track24 shall not be liable for any non-delivery of Products unless written notice is given to Track24 within 7 days of the date when the Products would in the ordinary course of events have been received.

2.6.2 Any liability of Track24 for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Agreement rate against any invoice raised for such Products.

2.7 RISK/TITLE

2.7.1 The Products are at the risk of the Buyer from the time of collection or dispatch from Track24's place of business as applicable. The Software is licensed, not sold, and title remains with Track24 and its Licensors. No licence is granted in respect of the Software save to the extent set out in this Agreement.

2.7.2 Ownership of the Products shall not pass to the Buyer until Track24 has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Products; and

(b) all other sums which are or which become due to Track24 from the Buyer on any account.

2.7.3 Until ownership of the Products has passed to the Buyer, the Buyer must:

(a) hold the Products on a fiduciary basis as Track24's bailee;

(b) store the Products (at no cost to Track24) separately from all other Products of the Buyer or any third party in such a way that they remain readily identifiable as Track24 property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products.

2.7.4 The Buyer may resell the Products before ownership has passed to it solely on the following conditions:

(a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

(b) any such sale shall be a sale of Track24' property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

2.7.5 The Buyer's right to possession of the Products and use of the Software and Airtime Services shall terminate immediately if:

(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Agreement or any other contract between Track24 and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

(c) the Buyer encumbers or in any way charges any of the Products.

2.7.6 The Buyer grants Track24, its agents and employees an irrevocable right at any time to enter any premises where the

Products are or may be stored, where the Buyer's right to possession has terminated, to recover them whether or not they have been installed in any vehicle. Track24 shall also have the right to inspect the Buyer's books and records in order to verify the number of remote units in use at any time.

2.8 QUALITY

2.8.1 Track24 warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 12 months from the date of delivery or collection (the "Warranty Period"), the Products will:

(a) be free from defects in materials and workmanship; and

(b) shall conform in all material respects with the Operations Manual.

2.8.2 Track24 shall not be liable for a breach of any of the warranties in condition 2.8.1 unless:

(a) the Buyer gives written notice of the defect to Track24, and (if the defect is as a result of damage in transit) to the carrier, within 5 days of the time when the Buyer discovers or ought to have discovered the defect; and

(b) Track24 is given a reasonable opportunity after receiving the notice of examining such Products and the Buyer (if asked to do so by Track24) returns such Products within 15 working days to Track24' s business at the Buyer's cost for the examination to take place there.

2.8.3 Track24 shall not be liable for a breach of any of the warranties in condition 2.8.1 if:

(a) the Buyer makes any further use of any defective Products after discovering the defect; or

(b) the defect arises because of misuse or as a result of the Buyer failing to follow Track24's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or

(c) the Buyer alters or repairs such Products without the written consent of Track24.

2.8.4 Subject to clauses 2.8.2 and 2.8.3, if any of the Products do not conform with any of the warranties in condition 2.8.1, Track24 shall at its option repair or replace such Products (or the defective part) or refund the price of such Products provided that, if Track24 so requests, the Buyer shall, at the Buyer's expense, return the Products or the part of such Products which is defective to Track24.

2.8.5 If Track24 complies with condition 2.8.4 it shall have no further liability for a breach of any of the warranties in condition 2.8.1 in respect of such Products.

2.8.6 Any Products returned to Track24 and replaced will belong to Track24 and any repaired or replacement Products will be guaranteed on these terms for the unexpired portion of the 12 month period.

2.9 OBLIGATIONS OF THE BUYER

2.9.1 The Buyer acknowledges that use of the Products in certain countries requires licences, authorisations and clearances, and that it is responsible for obtaining any such licences, authorisations and other clearances required to use the Products in any territory it wishes to use them in and the Buyer warrants and represents to Track24:

(a) that it will obtain all such licences, authorisations and other clearances and that its use of the Products and the Software will comply, at the Buyer's expense, with all statutes and any other laws, rules, court orders and regulations concerning the Products and/or the Software and/or Airtime Services;

(b) to observe any security regulations or management regulations for the use of the Products, Airtime Services and Software which Track24 may make from time to time.

2.9.2 The Buyer will indemnify Track24 against any losses arising from any breach of any of the obligations in this section.

2.10 PAYMENT

2.10.1 Track24 will charge, and the Buyer agrees to pay all charges set out in the Quotation plus any Additional Charges.

2.10.2 Track24 reserves the right to vary the Airtime Services Amount (or any component thereof) at any time, upon first giving 30 days' prior written notice to the Buyer. Any variation shall be final and binding between Track24 and the Buyer. Track24 may not increase the Airtime Services Amount by more than 5% in any 12 month period during the term of this Agreement.

2.10.3 Invoices for all charges will be issued as set out in the Quotation.

2.10.4 All charges are exclusive of any Value Added Tax, import or export duties or any other applicable sales tax, which will also be payable by the Buyer. If any deduction or withholding is required by law the Buyer shall pay to Track24 such sum as will, after the deduction or withholding has been made, leave Track24 with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

2.10.5 All payments under this Agreement will be paid in US Dollars to such bank account as Track24 shall notify to the Buyer. All invoices submitted by Track24 to the Buyer pursuant to this Agreement are payable 14 days from the date of the invoice.

2.10.6 Time for payment shall be of the essence.

2.10.7 No payment shall be deemed to have been received until Track24 has received cleared funds.

2.10.8 All payments payable to Track24 under the Agreement shall become due immediately upon termination of this Agreement despite any other provision.

2.10.9 The Buyer shall make all payments due under the Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Track24 to the Buyer.

2.10.10 If the Buyer fails to pay Track24 any sum due pursuant to the Agreement the Buyer will be liable to pay interest to Track24 on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.

2.10.11 The Buyer acknowledges that (a) a per-Product Deactivation Fee will apply where a Product is Deactivated and a per-Product Reactivation Fee will apply where a Product is Reactivated and (b) it will not be able to use the Products with any other network than Track24's unless they are Released, and Track24 is only obliged to Release the Products upon payment of a per-Product Release Fee as invoiced to the Buyer.

2.11 TERMINATION

2.11.1 This Agreement will commence on the Commencement Date and will continue until terminated in accordance with this clause 2.11.

2.11.2 Either party may give to the other not less than 90 days' prior written notice terminating the Agreement providing such notice may not be effective prior to the date falling 12 months from the Commencement Date or any subsequent anniversary thereof.

2.11.3 Track24 may terminate this Agreement at any time should any of its agreements with its Licensors terminate or expire.

2.11.4 Either party reserves the right to (i) terminate this Agreement or (ii) suspend the Airtime Services and/or use of the Software if the other party shall commit a material breach of any of its obligations set out in this Agreement which is irremediable (where capable of remedy) or is not remedied within 30 days after written notice from the terminating party and in such event the terminating party may (but without prejudice to any right in respect of any antecedent breach by the other party of any of the provisions hereunder) terminate this Agreement forthwith. The Buyer's 'material breach' shall include but not be limited to the occurrence or happening of any one or more of the following events:

(a) Discovery by Track24 that any material representation or warranty made by the Buyer in any document furnished by the Buyer to Track24 in connection with this Agreement is incorrect; or

(b) non-payment of any fees or charges by the Buyer; or

(c) The Buyer making or endorsing any statement, or doing any act, which is reasonably likely to damage, or does damage, Track24's goodwill, brand or reputation.

2.11.5 Either party may terminate this Agreement if the other party suffers an 'Insolvency Event' being commencement of any proceeding, whether voluntarily or involuntarily, relating to that party under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally, including a meeting of creditors of the other is held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) is proposed.

2.11.6 Either party may terminate this Agreement by written notice to the other party within twenty (20) days after the occurrence of any of the following events:

2.11.7.1 Track24's Airtime Services supplier relocates, repositions or replaces any satellite via which the Airtime Services is provided, where this has a material adverse affect on the Airtime Services;

2.11.7.2 Track24's Airtime Services supplier gives notice to Track24 that it intends to modify, restrict or suspend the capacity used for the Airtime Services (which notice Track24 shall promptly forward to the Buyer), provided that in such event the Buyer may only terminate the Agreement as from the date specified in such notice;

2.11.7.3 Track24's Airtime Services supplier gives notice to Track24 of a reduction in the amount of space segment capacity available for the Airtime Services (which notice Track24 shall promptly forward to the Buyer); or

2.11.7.4 the Airtime Services cease to be available or becomes degraded so as to materially and adversely affect the Airtime Services and the leased capacity is not restored within seventy-two (72) hours thereafter.

2.11.7 Either party may terminate this Agreement by giving the other written notice if the other is delayed in performing its obligations under this Agreement due to an event of Force Majeure under clause 2.14 for a period of three calendar months or 50 days in any three month period.

2.11.8 For the purposes of clause 2.11.5, in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred.

2.11.9 Upon any suspension or termination pursuant to clause 2.11, Track24 will invoice the Buyer and the Buyer will pay Track24 in accordance with this Agreement all charges up to and including the date of termination.

2.11.10 Termination of this Agreement will not affect any accrued rights or liabilities which either party may have by the time termination takes effect.

2.11.11 The termination of this Agreement for any reason will not affect the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after the termination. Without prejudice to the foregoing, all provisions of this Agreement which are intended to have effect or to bind either party following any expiry or termination of this Agreement or its transfer or assignment in whole or in part, shall survive expiry or termination of this Agreement to the extent permissible by law.

2.12 CONFIDENTIALITY

2.12.1 Each party (the "Receiving Party") must at all times during the continuance of this Agreement and after its termination keep all Confidential Information of the other party confidential and accordingly must not:

(a) disclose any such Confidential Information to any other person, or

(b) use any such Confidential Information for any purpose other than the performance of obligations under this Agreement.

2.12.2 Any Confidential Information may be disclosed by the Receiving Party to:

(a) any governmental or other authority or regulatory body to the extent required to do so under applicable law, or

(b) any employees of the Receiving Party or of any of the aforementioned persons for the purposes contemplated by this Agreement and to the extent they reasonably need to know the information and are bound by duties of confidentiality restricting its disclosure to third parties,

subject in each case to the Receiving Party ensuring that the person in question keeps the information confidential and does not use it except for the purposes for which the disclosure is made.

2.12.3 Any confidential information may be disclosed by the Buyer to any other person, to the extent only that:

(a) it is at the time of use or disclosure public knowledge through no fault of the Receiving Party, or

(b) it can be shown by the Receiving Party, to the reasonable satisfaction of the Disclosing Party, to have been known to the Receiving Party before it was disclosed to it by the Disclosing Party,

provided that the Receiving Party must not disclose any restricted information that is not public knowledge.

2.13 TECHNICAL SUPPORT

Track24 will from time to time provide the Buyer with such information as Track24 considers appropriate in order to assist the Buyer with the operation of the Products, the Software and the Airtime Service. Track24 will endeavour to answer as soon as practicable any technical enquiries concerning the Products, the Software and/or Airtime Service made by the Buyer. This is the extent of Track24's support obligations.

2.14 FORCE MAJEURE

Neither party will be liable for any failure of performance hereunder (other than to pay monies due) due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, tsunami, national emergency, insurrections, riots, wars or strikes, lock-outs, work stoppages or other labour disputes, failure of sub-contractors or suppliers, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof, provided that Force Majeure shall not suspend the Buyer's payment obligations. An obligation to perform (except the Buyer's payment obligations) shall be suspended for the duration of the period of Force Majeure and shall resume as soon as reasonably possible upon the cessation of the event of Force Majeure.

2.15 TRAINING

If requested by the Buyer, Track24 will offer training to the Buyer at Track24's training fee rates as amended from time to time.

2.16 LIABILITY

2.16.1 Subject to clause 2.8.1 Track24, its officers, employees or agents will not be liable to the Buyer in contract, tort (including negligence or statutory duty) or otherwise for:

(a) Any outage, unavailability or degradation of the Products, the Software or Airtime Services due to malfunction of any satellite, machine or other equipment, suspension or termination of the Airtime Services as permitted by this Agreement, or any other cause;

(b) Any acts or omission of Track24 or Track24's Software or Airtime Services supplier that leads to any outage, unavailability or degradation of the Software or Airtime Services;

(c) Any acts or omissions of a telecommunications carrier unaffiliated with Track24 that provides services under this Agreement;

(d) Any outage, unavailability or degradation of the software or Airtime Services caused by any legal or regulatory requirements of a specific state, province or country;

(e) Any malfunction caused by software not provided by Track24 or unauthorized modification or change to the Software or incorrect use of the Products or Software

(f) Libel, slander, invasion of privacy, infringement of copyright, or other intellectual property rights arising from material transmitted or received via the Airtime Services;

(g) infringement of patents or other intellectual property rights arising from:

(i) Any unlawful material transmitted or received via the Airtime Services;

(ii) Use of the Airtime Services or equipment in combination with Buyer-provided services or equipment, or

(iii) Use of the Software or Airtime Services in a manner not authorized by this Agreement.

2.16.2 The Buyer acknowledges that the availability of the Airtime Services, and in particular the ability of any particular Product to send and receive Messages cannot be guaranteed as such availability is affected by various factors including but not limited to, geographical position, location of the antenna, environmental conditions, satellite availability or operator error. Consequently, Track24 excludes all liability of any kind whatsoever for any losses of whatsoever nature suffered by the Buyer as a consequence of a Product being unable to send or receive Messages due to any such factors. Track24 does not warrant that use of the Products, the Software and Airtime Services will be uninterrupted or error free.

2.16.3 The Buyer will indemnify and hold harmless Track24 and its Licensors and its and their officers, employees, subcontractors and agents from and against all claims, actions, losses, liabilities, judgements, awards, fines, penalties costs and damages (including reasonable legal fees) (a) relating to use of the Products, Software or Airtime Services by the Buyer in a manner contrary to the terms of this Agreement or any applicable national or international law or regulation; or (b) out of any other breach by the Buyer of this Agreement.

2.16.4 Subject to clause 2.16.6, Track24's (and its Licensors') liability to the Buyer whether in contract, tort (including negligence) or otherwise in relation to this Agreement is limited as follows:

(a) for any one incident or series of related incidents, to \$10,000; and

(b) for all incidents in any Annual Period, to the lesser of (x) \$50,000 and (Y) all charges paid in that Annual Period.

2.16.5 Subject to clause 2.16.6, neither party (nor any Licensor) shall be liable to the other party for:

- (a) loss of profits;
- (b) loss of sales;
- (c) loss of revenue or business;
- (d) loss of customers or contracts;
- (e) loss of or damage to reputation or goodwill;
- (f) loss of opportunity;
- (g) loss of any software or data;
- (h) loss of use of hardware, software or data;
- (i) loss or waste of management or other staff time; or
- (j) indirect, consequential or special loss;

arising out of or relating to this agreement, and Track24 and the Licensors shall not be liable for any loss or damage arising out of any use of the Software that is not permitted under this agreement.

2.16.6 Nothing in this Agreement shall exclude or restrict the liability of either party: (a) for death or personal injury resulting from that party's negligence; (b) for fraudulent misrepresentation; (c) under an express indemnity contained in this Agreement; (d) to pay the Charges; or (e) for any other loss, damage or liability which may not be excluded or limited under applicable law.

2.16.7 Without prejudice to clause 2.8, Track24 shall be under no obligation to supply to the Buyer a replacement for any of the Products.

2.16.8 The Buyer acknowledges that:

- (a) Track24 is not the original manufacturer or supplier of the Products, Software or Airtime Services; and
- (b) the Products were selected by the Buyer and the Buyer has satisfied itself and accepts that it is responsible for ensuring that the Products are fit for the purpose for which they are required.

2.16.9 The Buyer acknowledges and agrees that no condition, warranty, or representation of any kind has been or is given or made by Track24 or any other person on Track24's behalf (whether authorized or not) relating to the Products, the Software, Airtime Services (including any warranty as to merchantability, fitness for purpose, lack of viruses, correspondence to description, title or enjoyment) save to the extent set out in this Agreement.

2.16.10 The Buyer acknowledges that the Products, Software and Airtime Services have been developed for the optimization of tracking and monitoring assets. Track24 specifically excludes the use of the Products, Software and Airtime Services for nuclear, medical, life support services or safety or distress systems in which the failure of the Products, Software or Airtime Services could result in death or injury. Track24 will not be liable for any claims or damages to the extent that claims or damages arise from such use.

2.16.11 The Buyer acknowledges and agrees that it shall have no right of action against any of Track24's Licensors or their officers and hereby waives any such claims (whether in contract, tort or otherwise, and whether existing now or in the future) that it may have.

2.16.12 The Buyer acknowledges that the successful use of the Software and Airtime Services to track assets cannot be guaranteed as such use is affected by various factors including but not limited to, geographical position, location of the antenna, environmental conditions, satellite availability or operator error. Consequently, Track24 excludes all liability of any kind whatsoever for any losses of whatsoever nature suffered by the Buyer as a consequence of the Software being unable to send or receive messages due to any such factors.

2.17 USE AND MISUSE OF THE AIRTIME SERVICES

2.17.1 The Buyer will:

- (a) comply with all operating procedures, technical specifications and operational requirements notified to the Buyer by Track24. Such operating procedures, technical specifications and operational requirements may be changed by Track24 by written notice to the Buyer;
- (b) use the Products and Airtime Services exclusively for peaceful purposes.

2.17.2 The Buyer will not, and will ensure that its customers and affiliates will not (and that its and their employees will not), use the Airtime Services in an abusive or fraudulent manner including, but not limited to, the following:

- (a) accessing or attempting to access the Airtime Services by using an unauthorised device;
- (b) obtaining or attempting to obtain permission to use the Airtime Services by providing false or misleading information;
- (c) intentionally interfering with or causing disruption in the provision of Airtime Services to other third parties, or using the Airtime Services in a manner that interferes unreasonably with the use of Airtime Services by other third parties;
- (d) using the Airtime Services to further criminal activity; and
- (e) using the Airtime Services to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent, or to call another person so frequently or at such

times of day or in any other manner as to have a likely effect of annoying, threatening or harassing such person.

2.18 NOTICES

2.18.1 Any notice required or permitted to be given hereunder shall be given in writing delivered personally or sent by e-mail addressed to info@track24.com in the case of Track24 and any email address for the Buyer specified on the Quotation (or such other email address as each party may have notified to the other parties in accordance with this Clause);

2.18.2 Any notice delivered personally shall be deemed to be received when delivered to the address provided in this Agreement and any notice sent by prepaid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received 48 hours after posting (6 days if sent air mail) and in proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile transmission or by email shall be deemed to have been received at 09:00 local time on the next working day after the date of transmission.

2.19 ASSIGNMENT

2.19.1 The Buyer shall not assign or transfer its obligations or rights or benefits under this Agreement to any third party.

2.19.2 Track24 may assign any of its rights under this Agreement to any other person providing it gives notice to the Buyer once it has done so.

2.20 WAIVER OF COMPLIANCE

The waiver or the failure of either party to enforce any provision of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of any subsequent breach of default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

2.21 SEVERABILITY

If any provision of this Agreement is declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. In the event that any such provision is declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it will be modified to the scope, breadth or duration permitted by law and continues to be fully enforceable as so modified.

2.22 SURVIVAL

Provisions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary to permit fulfillment of their intended purpose.

2.23 ENTIRE AGREEMENT

This Agreement and the Quotation constitute the entire agreement between Track24 and the Buyer in relation to the subjects covered by it. Provided always that nothing in this clause will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms shall apply or form part of this agreement. Each party acknowledges that it has not been influenced to enter this agreement by, and shall have no rights or remedies (other than for breach of contract) in respect of, anything the other party has said or done or committed to do, except as expressly recorded in this agreement.

2.24 THIRD PARTIES

A person who is not a party to this agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. No third party's consent shall be required to rescind or vary this agreement.

2.25 ENGLISH LANGUAGE

This Agreement is made only in the English language. If there is any conflict in meaning between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail.

2.26 VARIATIONS

All variations to this Agreement must be agreed, set out in writing and signed on behalf of both Track24 and Customer before they take effect.

2.27 NO AGENCY

Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were, or represent (expressly or by implying it) that it is, an agent of the other or has such authority. Each party confirms that, in entering into and performing this Agreement, it is acting on its own behalf and not for the benefit of any other person.

2.28 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law. Non-contractual obligations (if any) arising out of or in connection with this Agreement (including its formation) shall also be governed by the laws of England. Both parties submit to the non-exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with this Agreement or its subject matter, save that Track24 is also entitled to apply to any court worldwide for injunctive or other remedies in order to protect or enforce its Intellectual Property Rights.

Annex A - IVMS

The definitions used in this Annex are the same as those used in the Purchase of Products and Supply of Services Agreement.

The Parties hereby agree to the additional terms that are applicable for a purchase of Track24's in-vehicle-monitoring system (the 'System'). If there is a conflict between this Annex and the Purchase of Products and Supply of Services Agreement, the Purchase of Products and Supply of Services Agreement shall prevail.

1. Installation Services for the System

- 1.1 The Buyer will provide full access to the vehicle(s) and the premises where installation is to take place during normal business hours, and will ensure that the vehicle(s), premises, the plant and thereon, are in a fit condition for the safe carrying out of the installation work and indemnify Track24 against all loss suffered by Track24, and against its employees agents or any damage to the property of Track24 or loss caused by the unfitness of such premises.
- 1.2 In the case of unavailability of a vehicle at a scheduled location and installation time a maximum of 1 hour technician standing time will apply, after which Track24 reserves the right to bill for additional standing time.
- 1.3 If installation work is carried out otherwise than in normal working hours, the resultant overtime charges will be borne by the Buyer.
- 1.4 The Buyer will ensure that a responsible representative of the Buyer will be present at installation in order to confirm acceptance of the installation, failing which Track24 will be entitled to give such confirmation on behalf of the Buyer.
- 1.5 As part of the Track24 installation services the Track24 engineer appointed to install the System ('Installer') may be required to alter parts of the vehicle, including but not limited to the dashboard, roof, chassis, engine control unit, wire networks. The Buyer acknowledges that neither Track24 nor the Installer will be responsible for restoring the vehicle to its original, pre-installation condition.
- 1.6 Time for installation shall not be of the essence.
- 1.7 System installation, training and Buyer skill in operation of the System, are not to be deemed as part of the criteria determining successful delivery of the System.
- 1.8 Track24 is not responsible for any de-installation of the System from vehicles.
- 1.9 Track24 holds the right to not install the System in a badly maintained vehicle.

2. Warranty

- 2.1 Track24 warrants that Track24 installation services will be provided in a professional and workman like manner.
- 2.2 Track24 will replace, at no charge, parts of the System which are defective and returned to Track24 within 90 days of Delivery.
- 2.3 The above warranty does not apply to defects resulting from improper or inadequate maintenance, installation, repair or calibration of the System by Buyer.

3. Limitation of Liability

3.1 Track24 shall not be liable to repair of the System if:

- a) a defect arises because the Buyer failed to follow Track24's oral or written instructions as to the installation, commissioning, use or maintenance of the Track24 System or (if there are none) good trade practice;
- b) the System has been tampered with, modified, repaired or transferred to another vehicle (except by persons expressly authorized by Track24), or has otherwise been the subject of misuse or accident; or
- c) the damage or defect to the System is caused by improper use of the System or use outside its normal application.

3.2 Track24 accepts no liability for any personal injury or damage to property or other loss caused by the defective carrying out of installation work, otherwise than in circumstances of a clear negligence on its part.