Subscription Service Warranty Terms

Last revision date: September 2020.

The following provisions state the limited warranties of Teletrac Navman UK Ltd. with registered office at K1 – First Floor, Kents Hill Business Park, Milton Keynes, MK7 6BZ ("TTN") for Vehicle Tracking Units ("VTUs"), Hardware, and the Subscription Service with respect to VTUs and Hardware that enter service on or after the above effective date. Any term in these Warranty Terms that has initial capitals but is not defined in these Warranty Terms will have the meaning, if any, given to that term by Master Subscription Services Global Terms and Conditions.

- 1. Warranty Provisions. The following warranties are made only to the extent expressly stated and only to Customer.
 - 1.1 Warranty of Conformity. During the Hardware Warranty Term outlined below, the VTU and associated Hardware will (i) be free from defects in material and workmanship, and (ii) conform in all material respects with its specifications.

Contract Type	VTUs and Hardware Warranty Period	Service Cost Call Out Warranty Period
SAAS Rental (original rental contract and any subsequent renewal periods)	Contract Term	First 12 Months
Customer Outright Purchase of Hardware	First 12 Months	First 12 Months

1.2 Exclusions. The foregoing warranties are subject to the limitations in paragraph 3 below and do not extend to (i) nonconformities, defects or errors in the VTU or associated Hardware due to accident, abuse, misuse, or negligent use of the System or use other than in a normal and customary manner, environmental conditions not conforming to the applicable Documentation and TTN's instructions, or failure to follow prescribed operating maintenance procedures, (ii) defects, errors, or nonconformities in the System due to modifications, alterations, additions or changes to the System not made or authorized to be made by TTN, or (iii) damage caused by force of nature or act of any third party. The foregoing warranties are void and of no force or effect if any System is installed or serviced by any person other than TTN or an installation/repair agent/other party (including the Customer) authorized by TTN.

2. Warranty Procedures.

- 2.1 Notification. Customer must, within the Warranty Period, notify TTN in writing of any VTU or Hardware that fails to conform to the warranties stated in Section 1 and request a Return Materials Authorization ("RMA") number from TTN.
- 2.2 Issuance of RMA. Provided that the defects are covered by the applicable warranty, TTN will (i) issue an RMA number to Customer promptly following receipt of the request and/or (ii) arrange with Customer for a TTN authorized installation or repair agent to inspect the

- VTU and Hardware at the Customer's location and the TTN authorized agent may issue an RMA number after the inspection.
- 2.3 Remedy. After issuance of the RMA number to the Customer, provided that the applicable VTU and/or associated Hardware fails to conform to the warranties in Section 1, TTN shall, at its sole option and expense, repair or replace the defective VTU or Hardware.
- A) Repair. In cases where TTN elects to repair defective VTUs or Hardware, TTN will generally make such repair in the field. However, in certain circumstances, TTN may require the Customer to ship the defective VTU(s) and or Hardware to Customer's place of business or to TTN's place of business according to TTN's reasonable instructions. In the event that shipment to TTN's place of business occurs, then TTN will ship the repaired VTU(s) and/or Hardware back to Customer FOB Customer's place of business. TTN will bear all shipping expenses on all valid warranty claims/repairs.
- B) Replacement. In cases where TTN elects to replace the defective VTU(s) or Hardware, TTN will ship the replacement VTU(s) and/or Hardware to Customer, and will include written RMA instructions setting forth the steps, if any, required by Customer to return the defective VTU or Hardware. Customer shall promptly return the defective equipment in accordance with the RMA instructions.
- 2.4 No Admission. No issuance of an RMA number, acceptance by TTN of any returned goods, or shipment by TTN of any replacement goods will itself waive any defense of TTN or constitute an admission by TTN of a breach of any warranty. If Customer returns any goods that do not fail to conform to the stated warranty(ies) or otherwise causes TTN to expend or commit goods and/or services in connection with goods that conform to the applicable warranty(ies), Customer will pay TTN for such replacement equipment or repair services at TTN's then-current list prices and Customer shall be liable for any shipping or insurance charges incurred in connection with shipment of such goods.
- 2.5 Sole Remedy. THIS SECTION 2 STATES CUSTOMER'S SOLE REMEDY, AND TTN'S SOLE LIABILITY, ARISING OUT OF THE WARRANTIES PROVIDED IN SECTION 1.
- 3. Cost of Service Visit. Except as provided below in this Section 3, TTN shall bear the cost of the callout of the service technician to the Customer's site or vehicle twelve months from original installation ("Service Cost Call Out Period"); otherwise the Customer shall bear the cost of the service call out in accordance with TTN's then standard rates. TTN reserves the right during the Service Cost Call Out Period to determine, in its sole discretion, whether unnecessary or excessive service call outs have occurred with respect to a specific Customer or hardware unit as a result of the Customer's acts or omissions and, in such circumstances, charge the Customer for such costs at TTN's then standard rates.
 - Where it is confirmed the fault of the goods is a direct result of installation issues completed by the Customer itself or a Customer appointed third party, the engineering costs for this visit will be applicable and invoiced to the Customer in accordance with TTN's then standard rates.
- 4. OnlineAVL Warranty. TTN warrants to Customer that, during the Term, OnlineAVL will function materially in conformance with the applicable Documentation. TTN will, at TTN's option, repair or upgrade OnlineAVL to the extent that it fails to conform to this warranty. SUCH REPAIR OR REPLACEMENT IS CUSTOMER'S SOLE REMEDY FOR NONCOMPLIANCE WITH THIS WARRANTY.

No Other Warranties. TTN MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE THAT IS NOT EXPRESSLY SET FORTH IN SECTION 1. TTN EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ALL IMPLIED WARRANTIES. TTN EXPRESSLY

DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE, AND ACCURACY OF INFORMATIONAL CONTENT. TTN DOES NOT WARRANT, GUARANTEE, OR GIVE ANY ASSURANCE REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SYSTEM IN TERMS OF ACCURACY, RELIABILITY OR OTHERWISE. TTN DOES NOT REPRESENT, WARRANT, OR GUARANTY THAT WIRELESS SERVICES WILL BE AVAILABLE AT ALL TIMES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT WIRELESS SERVICE IS SUBJECT TO TERRAIN, ELECTRICAL FAILURES, LIMITATIONS ON WIRELESS COVERAGE OR SERVICE, ATMOSPHERIC CONDITIONS, AND OTHER CONDITIONS BEYOND TTN'S CONTROL. TTN WILL NOT BE LIABLE FOR LOSS OF SERVICE OR OTHERWISE AS A RESULT OF ACTS, ERRORS, OR OMISSIONS OF TTN'S COMMUNICATIONS VENDORS, CUSTOMER'S EMPLOYEES OR AGENTS, OR ANY OTHER ACT OR OMISSION OF A THIRD PARTY. TTN DOES NOT WARRANT THAT THE SYSTEM OR INFORMATION WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED.