

Terms and Conditions for the Supply of Equipment and Services

1. INTERPRETATION

1.1 Definitions. In these conditions, the following definitions apply:

Agreement: the Order Form and these Terms and Conditions for the Supply of Equipment and Services.

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

Charges: the charges for the Equipment and Services as set out in the Agreement

Commencement Date: the date the Agreement is signed.

Ctrack: Ctrack Ireland Limited registered in Ireland with company number 487125 whose registered office is at Century House, Harold's Cross, Dublin, 6W D6WP993.

Customer: means the person or firm detailed in the Order Form.

Data Protection Legislation: means the Data Protection Act 2018 as amended, extended or consolidated from time to time (including without limitation the implementation of the General Data Protection Regulation (EU) 2016/697 and any national laws which relate to the processing of Personal Data).

Data Controller: the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with Data Protection Legislation.

Delivery: the transfer of physical possession of the Equipment to the Customer which will take place as described in clause 4.5.

Delivery Option: the option for delivery and/installation set out in the Order Form.

Equipment: the equipment (or any part of it), including OBD devices, supplied by Three to the Customer as set out in the Order Form and/or Specification.

Force Majeure Event: an event beyond the reasonable control of the parties including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, telecommunications failures (including problems with internet transmission) fire, flood, storm or default of suppliers or subcontractors.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Minimum Term: means the minimum amount of time for which the Services will be provided, as set out in the Information Schedule, such a term will be taken to begin on the date of installation of services (i.e. from the date upon which the Services are billed rather than from the Commencement Date).

Order Form: the Three Customer Order Form which is signed by the parties and which references these Terms and Conditions for the Supply of Equipment and Services.

Personal Data: any information that can identify an individual (directly or indirectly) from that data alone or in combination with other identifiers. Identifiers can include an identification name, location data or online identification of one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual. Personal Data excludes anonymous data or data that has had the identity of an individual permanently removed.

Review Date: the date of expiry of the Initial Term and each anniversary thereafter.

RPIX: means the value of the underlying average of the annual rate of the Retail Price Index published monthly by the Office for National Statistics (excluding mortgages).

Services: the services supplied by Three to the Customer as set out in the Order Form and/or Specification.

Specification: any description or specification for the Equipment and/or Services, including any related plans and drawings, that is agreed in writing by the Customer and Three.

Term: means the time from the Commencement Date of the Agreement until it expires or is otherwise terminated.

Three: Three Ireland (Hutchison) Limited registered in Ireland with company number 316982 whose registered office is at 28/29 Sir John Rogersons Quay, Dublin 2, references to Three which are set out herein shall include its sub-contractor, Ctrack.

Three Materials: means all materials, equipment, documents and other property belonging to Three but not the Equipment.

Warranty Period: the period of time that the Equipment will be under warranty as set out in the Order Form.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors or permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. BASIS OF CONTRACT

2.1 By completing and signing the Agreement, the Customer is offering to purchase the Equipment and Services in accordance with these conditions.

2.2 When Three signs the Agreement Three shall be deemed to have accepted the Customer's offer and the Agreement shall start on such the

Commencement Date.

- 2.3 The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of Three which is not set out in the Agreement.
- 2.4 While Ctrack shall assist in, provide and perform a number of the Services and shall be entitled to fulfill obligations on Three Ireland (Hutchison) Limited's behalf as its subcontractor, the Customer's sole contractual relationship with respect to the provision of the Products and Services shall be with Three. Accordingly, Three Ireland (Hutchison) Limited shall be solely liable for all acts and omissions in the performance of the Services and the fulfilment of obligations, as well as the enforcement of the rights, of Three which are set out herein. Under this Agreement where Ctrack is mentioned as providing an aspect of the Services set out herein, it shall be doing so on behalf of Three. However, where the Agreement notes that the Customer shall engage with Ctrack in respect of the provision of a certain aspect of the Services then the Customer should engage primarily with the relevant Ctrack contact as directed.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by Three, or Ctrack on Three's behalf, and any descriptions or illustrations contained in catalogues or brochures, are produced for the sole purpose of giving an approximate idea of the Equipment and Services described in them. They shall not form part of the Agreement or have any contractual force.
- 2.6 The Agreement shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document or which are implied by trade, custom, practice or course of dealing).
- 2.7 If the Customer is purchasing a vehicle immobilisation solution from Three, then Addendum 1 (Additional Terms and Conditions relating to Vehicle Immobilisation) will apply in addition to these conditions. If and to the extent that there is any conflict between Addendum 1 and these conditions, Addendum 1 shall prevail.
- 2.8 If the Customer is purchasing Connected Camera equipment or services from Three, then Addendum 2 (Additional Terms and Conditions relating to Ctrack Connected Camera Solution) will apply in addition to these conditions. If and to the extent that there is any conflict between Addendum 2, Addendum 1 and these conditions, Addendum 2 shall prevail over Addendum 1 and these conditions.
- 2.9 The Customer will be supplied with the Services for at least the duration of the Minimum Term specified in the Order Form.

3. EQUIPMENT

- 3.1 The Equipment is described in the Specification.
- 3.2 Three reserves the right to amend the specification of the Equipment as required by any applicable statutory or regulatory requirements or for technical reasons to ensure functionality of the Equipment is not impaired.
- 3.3 In the case of an OBD self-install device it is the Customer's responsibility to ensure that the OBD device can be satisfactorily installed into a suitable OBD connection within their vehicle. Ctrack provides a specification of the device on its Web Portal. Should the Customer be unable to connect the OBD device to their vehicle then Three will supply a hard-wired telematics device as a replacement and the Customer will be invoiced for the additional cost of the hard-wired device plus the cost of installation.

4. DELIVERY AND INSTALLATION

- 4.1 Three shall ensure that each delivery of the Equipment is accompanied by a delivery note which shows all relevant Customer and Three reference numbers, the type and quantity of the Equipment (including the code number of the Equipment, where applicable) and special storage instructions (if any).
- 4.2 Three shall deliver the Equipment at an agreed time in accordance with the Delivery Option chosen by the Customer.
- 4.3 Delivery of the Equipment shall be completed on the Equipment's arrival or on completion of installation (as applicable).
- 4.4 Any dates quoted for delivery/installation are approximate only and the time of delivery is not of the essence. Three shall not be liable for any delay in delivery/installation of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Three with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 4.5 If Three fails to deliver/install the Equipment, its liability shall be limited to refunding the amount of fees paid by the Customer.
- 4.6 If a vehicle is not at the agreed location at the agreed time to enable Three to install the Equipment, Three may charge the Customer additional fees for a different installation date.
- 4.7 If the Customer wishes to change the vehicle into which the Equipment is installed then Three may charge a deficit/refit charge which will be agreed with the Customer in advance.
- 4.8 Three may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY

- 5.1 Three warrants that on delivery, and during the Warranty Period, the Equipment shall:
- 5.1.1 conform in all material respects with its description and any applicable Specification; and
 - 5.1.2 be free from material defects in design, material and workmanship.
- 5.2 Subject to condition 5.3, if:
- 5.2.1 the Customer gives notice in writing to Three 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 condition 5.1;
 - 5.2.2 Three is given a reasonable opportunity of examining such Equipment; and
 - 5.2.3 Three confirms that the issue is covered under warranty then, Three shall, at its option, repair or replace the defective Equipment.
- 5.3 Three shall not be liable for Equipment's failure to comply with the warranty set out in condition 5.1 in any of the following events and Three may charge the Customer the costs of parts and labour in any such event;
- 5.3.1 the Customer makes any further use of such Equipment after giving notice in accordance with condition 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow Three's 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;
 - 5.3.3 the defect arises as a result of Three following any drawing, design or Specification supplied by the Customer;
 - 5.3.4 the Customer alters or repairs such Equipment without the written consent of Three;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 the Equipment differs from its description as a result of changes made to ensure they comply with applicable statutory or

regulatory requirements.

- 5.4 Except as provided in this condition 5, Three shall have no liability to the Customer in respect of the Equipment' failure to comply with the warranty set out in condition 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1980 and Consumer Protection Act 2007 are, to the fullest extent permitted by law, excluded from the Agreement.
- 5.6 These conditions shall apply to any repaired or replacement Equipment supplied by Three.

6. TITLE AND RISK

- 6.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
- 6.2 Title to the Equipment shall not pass to the Customer until Three receives payment in full (in cash or cleared funds) for the Equipment and any other equipment that Three 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.
- 6.3 Until title to the Equipment has passed to the Customer, the Customer shall:
 - 6.3.1 maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery; and
 - 6.3.2 notify Three immediately if it becomes subject to any of the events listed in condition 15.1.
- 6.4 Subject to condition 6.5, the Customer may use the Equipment in the ordinary course of its business (but not otherwise) before Three receives payment for the Equipment.
- 6.5 If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in condition 15.2, then, without limiting any other right or remedy Three may have Three may at any time:
 - 6.5.1 require the Customer to deliver up all Equipment in its possession; or
 - 6.5.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover the Equipment by de-installing it from the relevant vehicle.

7. SUPPLY OF SERVICES

- 7.1 Three shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 7.2 Three shall (where applicable) use reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 7.3 Three shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Ctrack shall notify the Customer in any such event.
- 7.4 If Three supplies the Customer with a SIM card for use with the Equipment, the Customer shall only use it in conjunction with the Equipment and at normal usage levels. Three reserves the right to reclaim any costs (and to charge an administration fee) for any excessive or unauthorised use of the SIM card (irrespective of where such use takes place).
- 7.5 In the case of an OBD device Three will relay and present all vehicle diagnostic data that is retrieved by the OBD device from the Customer's vehicle.
- 7.6 Three will use reasonable skill and care in attempting to rectify reported faults as soon as reasonably practicable but the Customer acknowledges that the resolution of faults is not guaranteed and that any dates for attempted correction of reported faults are estimates. No liability is accepted for any loss or damage arising as a result of an interruption in the Services during such maintenance or repair time.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
 - 8.1.1 co-operate with Three in all matters relating to the supply of the Equipment and/or Services;
 - 8.1.2 provide Three, its employees, agents, consultants and subcontractors, with access to the Customer's vehicles, premises, office accommodation and other facilities as reasonably required by Three;
 - 8.1.3 provide Three with such information and materials as Three may reasonably require in order to supply the Equipment and/or Services, and ensure that such information is accurate in all material respects;
 - 8.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
 - 8.1.5 keep and maintain all Three Materials at the Customer's premises in safe custody at its own risk, maintain Three Materials in good condition until returned to Three, and not dispose of or use Three Materials other than in accordance with Three's written instructions or authorisation.
- 8.2 If Three's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 8.2.1 Three shall without limiting its other rights or remedies have the right to suspend supply of the Equipment and/or performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Three's performance of any of its obligations;
 - 8.2.2 Three shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Three's failure or delay to perform any of its obligations as set out in this condition 8.2; and
 - 8.2.3 the Customer shall reimburse Three on written demand for any costs or losses sustained or incurred by Three arising directly or indirectly from the Customer Default.

9. PRICE AND PAYMENT

- 9.1 The price of the Equipment and Services shall be the price set out in the Order Form.
- 9.2 In addition to clause 9.4, Three may increase the price for the Equipment and Services, by giving notice to the Customer at any time before delivery of the Equipment or performance of the Services, to reflect any increase in the cost of the Services to Three that is due to:
 - 9.2.1 any request by the Customer to change the Specification; or
 - 9.2.2 any delay caused by any instructions of the Customer in respect of the Equipment and Services or failure of the Customer to give Three adequate or accurate information or instructions in respect of the Equipment and Services.

- 9.3 The price of the Equipment and/or Services is exclusive of amounts in respect of VAT, which the Customer shall pay in addition, on receipt of a valid VAT invoice from Three.
- 9.4 The Customer shall pay any invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Three. Time of payment is of the essence. If the Customer is paying in monthly instalments, the Customer is required to enter into a direct debit agreement for payment of all Charges. Failure to do so will result in an additional administration charge of €20 per month.
- 9.5 All payments payable to Three under the Agreement shall become due immediately on its termination despite any other provision.
- 9.6 Unless otherwise agreed the price which will apply each month after the Initial Term.
- 9.7 Three has the right to automatically increase the Charges with effect from any Review Date, by a percentage equivalent to the percentage increase in RPIX All Items between the relevant Review Date and the preceding Review Date, unless the Review Date is the first Review Date in which case the measure shall be the increase between the Commencement Date and the first Review Date.
- 9.8 Three may charge the Customer €30 for every direct debit failure or rejected cheque.
- 9.9 The Customer shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Three to the Customer.
- 9.10 Three may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Three to the Customer.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Subject to clause 10.3, all Intellectual Property Rights in or arising out of or in connection with the Equipment and/or Services shall be owned by Three.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on Ctrack obtaining a written licence from the relevant licensor on such terms as will entitle Three to license such rights to the Customer.
- 10.3 Subject to condition 10.4, ownership in any Intellectual Property Rights comprised in or arising out of the data collected from the Equipment in the course of providing the Services ("**Customer Data**"), shall vest in the Customer and Three hereby assigns any right, title and interest in the Customer Data to the Customer.
- 10.4 Three may retain and sell the Customer Data in an anonymised format to third parties.
- 10.5 All Three Materials are the exclusive property of Three.

11. DATA PROTECTION

- 11.1 Both parties shall act in their capacity as Data Controllers in relation to Personal Data shared between the parties and arising out of the data collected from the Equipment in the course of the provision of the Services;
- 11.2 The Customer will ensure that:
- 11.2.1 adequate privacy notices have been provided to personnel or any other individuals whose telematics data will be collected through use of the Services so they understand the circumstances their Personal Data will be shared with Three and the purpose of the sharing; and
- 11.2.2 it has a lawful basis for processing the Personal Data which allows the Customer to share the Personal Data with Three and for Three to use any Personal Data in the course of providing Services.
- 11.3 Further information on how Three uses Personal Data can be found within its privacy policy available on the Three website or by contacting your Account Manager if a hard copy is required.

12. CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Agreement. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

13. WARRANTY

- 13.1 Three warrants that the Services will be performed with reasonable care and skill.
- 13.2 All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.3 If any of the Services do not conform with the warranty in Condition 13.1 Three shall, re-perform the Services to the extent necessary to make good any defect free of charge and where it does so, Three shall have no further liability to the Customer under the warranty in condition 13.1 in respect of the relevant Services.
- 13.4 Any advice, instruction and/or recommendation relating to the Services and/or their use whether written or oral given by Three's employees ("**Advice**") is given in good faith, but Three only warrants that written Advice is given with reasonable skill and care. No further duty or responsibility is accepted by Three.
- 13.5 The Customer warrants that:
- 13.5.1 it is entering into the Agreement in the normal course of its business;
- 13.5.2 it has full power and authority to enter into the Agreement and has any necessary consents, licences and authorisations to enable the Customer and Three to perform their respective obligations under the Agreement; and
- 13.5.3 it has not been induced to enter into the Agreement by any prior representations or warranties, whether oral or in writing, except as specifically contained in the Agreement and the Customer irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in the Agreement or for breach of any warranty not contained in the Agreement (unless such misrepresentation or warranty was made fraudulently) and/or to rescind the Agreement.

13.6 Given the inherent nature of the internet, Three does not warrant that the Services will be completely error-free, or will be performed totally without interruption.

14. LIABILITY

14.1 Nothing in these conditions shall limit or exclude Three's liability for:

14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

14.1.2 fraud or fraudulent misrepresentation;

any matter in respect of which it would be unlawful for Three to exclude or restrict liability.

14.2 Subject to condition 14.1:

14.2.1 Three shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement; and

14.2.2 Three's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount (excluding VAT) payable by the Customer for the Monthly Payments in the year in which the event occurred that gives rise to the claim.

15. TERMINATION AND SUSPENSION

15.1 Either party may terminate the Agreement by giving the other party not less than 90 days' written notice.

15.2 Without limiting its other rights or remedies, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

15.2.1 the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

15.2.2 the other party 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 570 of the Companies Act 2014 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section of the Personal Insolvency Act 2015 or (being a partnership) has any partner to whom any of the foregoing apply;

15.2.3 the other party 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 than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

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

15.2.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

15.2.6 a creditor or encumbrancer of the other party 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 its assets and such attachment or process is not discharged within 14 days;

15.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

15.2.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

15.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

15.2.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 15.2.2 to condition 15.2.9 (inclusive);

15.2.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

15.2.12 the other party's financial position deteriorates to such an extent that in Three's opinion the Customer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

15.3 Should the Customer terminate the Services, or one of the Services listed under an Order Form, as per condition 15.1 above then they shall become liable to pay the outstanding balance of the Total Price set out in respect of that Service (or those Services) as has been set out in an Order Form.

15.4 Without limiting its other rights or remedies, Three may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

15.5 Without limiting its other rights or remedies, Three may suspend supply of the Equipment and/or provision of the Services under the Agreement or any other contract between the Customer and Three if the Customer becomes subject to any of the events listed in condition 15.2.2 to condition 15.2.9, or Three reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

16. CONSEQUENCES OF TERMINATION

16.1 If the Agreement is terminated other than due to the fault of Three during the Initial Term the full amount of the Charges payable in accordance with the Agreement for the unexpired period of the Initial Term shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16.2 On termination of the Agreement for any reason:

16.2.1 the Customer shall immediately pay to Three all of Three's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Three shall submit an invoice, which shall be payable by the Customer immediately on receipt;

16.2.2 the Customer shall return all of Three Materials and any deliverables which have not been fully paid for. If the Customer

fails to do so, then Ctrack may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;

- 16.3 the accrued rights, remedies, obligations and liabilities of the parties as at the expiry or termination shall be unaffected, 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; and
- 16.4 conditions which expressly or by implication survive termination shall continue in full force and effect, including but not limited to conditions 1, 5, 6, 10, 11, 14, 15, 16 and 17 .

17. GENERAL

- 17.1 Three reserves the right to defer the date of performance or to cancel the Agreement (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event.
- 17.2 Three may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement. The Customer shall not, without the prior written consent of Three, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement.
- 17.3 Notices under these conditions shall be given in writing and may be given by delivery or swift post to the Customer at the address stated in the Agreement or as otherwise notified and to Three at the address stated in these conditions or as other address notified. Notices sent by first class post shall be deemed to have been received within forty-eight hours of posting. Notices delivered by hand shall be deemed to have been received at the time of delivery.
- 17.4 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Agreement.
- 17.5 A waiver of any right under the Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its 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.
- 17.6 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.7 A person who is not a party to the Agreement shall not have any rights to enforce its terms.
- 17.8 Except as set out in these conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Three.
- 17.9 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Ireland and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

Addendum 1 - Additional Terms and Conditions relating to Vehicle Immobilisation

1. INTERPRETATION

- 1.1 For the purposes of this document the definitions contained in the Agreement which apply to the relationship with the Customer shall have the same meaning in these Additional Terms and Conditions relating to Vehicle Immobilisation.

2. BASIS OF CONTRACT

- 2.1 By completing and signing the Agreement including the option of Vehicle Immobilisation, the Customer agrees that these Additional Terms and Conditions relating to Vehicle Immobilisation shall apply in full as though they were included within the Agreement.

3. IMMOBILISATION SOLUTION OPTIONS

- 3.1 Three offers three types of immobilisation which operate as follows:
- 3.1.1 Stage 1 Immobilisation, once activated, operates with a default position that the vehicle starter motor is not disabled until immediately after the vehicle ignition is switched on and the Three device becomes activated. When this solution is activated:
 - 3.1.1.1 There are some circumstances when the vehicle starter motor can still be engaged to start the engine of the vehicle before the immobilisation becomes effective.
 - 3.1.1.2 The engine of the vehicle can be started with the use of techniques which do not rely on the use of the vehicle starter motor.
 - 3.1.1.3 If the Three equipment were to malfunction the solution would default such that the vehicle starter motor is not disabled and the engine of the vehicle would be capable of being started and the vehicle driven normally.
 - 3.1.2 Stage 2 Immobilisation, once activated, operates with a default position that the vehicle starter motor is disabled and cannot be used to start the engine of the vehicle. When this solution is activated:
 - 3.1.2.1 The engine of the vehicle can be started with the use of techniques which do not rely on the use of the vehicle starter motor.
 - 3.1.2.2 If the Three equipment were to malfunction the solution would default such that the vehicle starter motor is disabled and the engine of the vehicle would not be capable of being started and the vehicle would not be capable of being driven normally. It is therefore possible that the vehicle could be stranded until the Three Equipment can be repaired.
 - 3.1.3 Bespoke Immobilisation offers a solution which is agreed specifically to meet the requirements of the Customer and may involve the use of a combination of the Three Equipment as well as other third party equipment which may or may not be classified as Thatcham Approved Equipment. This solution would be designed and agreed as a specific technical solution with the Customer.
- 3.2 The activation and deactivation for Stage 1 Immobilisation and Stage 2 Immobilisation will be agreed with the Customer and can include a combination of the following:
- 3.2.1 Using the Three System to remotely send activation or deactivation signals to the Three Equipment. The Immobilisation Solution would be activated or deactivated the next time that the vehicle ignition is switched off.
 - 3.2.2 The use of a driver identification confirmation mechanism within the vehicle to ensure that only drivers in possession of Customer approved identification can deactivate the solution to enable the starter motor so that the engine of the vehicle can be started normally.
- 3.3 The activation and deactivation for Bespoke Immobilisation will be specified as part of the specific technical solution agreed with the Customer.

4. GENERAL WARRANTIES

- 4.1 Three warrants that the Immobilisation Solution will be implemented with reasonable care and skill.
- 4.2 All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 4.3 Any advice, instruction and/or recommendation relating to the Immobilisation Solutions and/or their use whether written or oral given by Ctrack's employees ("**Advice**") is given in good faith, but Three only warrants that written Advice is given with reasonable skill and care. Ultimately the decision as to whether and how to proceed with any Immobilisation Solution will be the responsibility of the Customer and no further duty or responsibility is accepted by Three.
- 4.4 The Customer warrants that:
- 4.4.1 it is entering into the Agreement in the normal course of its business;
 - 4.4.2 it has full power and authority to enter into the Agreement and has any necessary consents, licences and authorisations to enable the Customer and Three to perform their respective obligations under the Agreement; and
 - 4.4.3 it has not been induced to enter into the Agreement by any prior representations or warranties, whether oral or in writing, except as specifically contained in the Agreement and the Customer irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in the Agreement or for breach of any warranty not contained in the Agreement (unless such misrepresentation or warranty was made fraudulently) and/or to rescind the Agreement.
- 4.5 Given the inherent nature of the internet, Three does not warrant that the Immobilisation Solution will be completely error-free, or will be performed totally without interruption.

5. LIABILITY

- 5.1 Nothing in these conditions shall limit or exclude Three's liability for:
- 5.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as

applicable);

5.1.2 fraud or fraudulent misrepresentation;

5.1.3 any matter in respect of which it would be unlawful for Three to exclude or restrict liability.

5.2 Three shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the activation, deactivation, use or reliance on the Immobilisation Solution. Furthermore the Customer will indemnify Three against any claim or loss resulting from the installation and use of the Immobilisation Solution in any way in the Customer's vehicle whether it is stationary or moving at the time of activation or deactivation of the Immobilisation Solution.

5.3 Three's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount (excluding VAT) payable by the Customer for the Monthly Payments relating to a specific vehicle in which the Immobilisation Solution is installed in the year in which the event occurred that gives rise to the claim.

5.4 There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Three except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.

6. GENERAL

6.1 The Immobilisation Solution Options offered by Three are vehicle specific and Three does not guarantee that any particular solution can be effectively implemented into a Customer's vehicle although Three is prepared to provide Advice in good faith to the Customer about the options available for specific vehicle makes, models and types.

6.2 Three reserve the right to charge additional fees for an Immobilisation Solution in addition to the standard fee that is applied for the installation, deficit-refit or service of Three Equipment. Whilst Three may agree a standard additional fee with a Customer for an Immobilisation Solution Three reserves the right to request and agree an increased fee rate for specific vehicle types where this will involve significant additional work and in these cases the additional fees will be agreed before Three commence any work on the Customer's vehicle.

6.3 The Customer is recommended to check the satisfactory operation of the Immobilisation Solution after first installation, on an ongoing regular basis and after any subsequent work of any type is carried out on the vehicle.

6.4 The Three Immobilisation Solution Options are not systems which fall under the category of After Market Theft Systems with Vehicle Immobilisation for Vehicle Recovery.

Addendum 2 - Additional Terms and Conditions relating to the Three Connected Camera Solution

1. INTRODUCTION AND INTERPRETATION

- 1.1 Three is an official reseller of VisionTrack products (**Products**) and VisionTrack subscription services (**Subscription Services**).
- 1.2 For the purposes of this document the definitions contained in the Agreement which apply to the relationship with the Customer shall have the same meaning in these Additional Terms and Conditions relating to VisionTrack.
- 1.3 In this Addendum 2, the following definitions shall apply:

Camera System: means a Three Sim enabled connected DVR system (models of which will vary from time to time) supplied with one or more cameras (or any part of it and including all installed software) which stores data on a hard drive, as more particularly described in the Information Schedule, and that can be used to record and /or transmit real time data to the VT Platform.

Commissioning/ Commissioned: means the process by which VisionTrack remotely connects a newly installed Connected Product to the VT Platform enabling its Initial Subscription Term to commence and its Subscription to become a Live Subscription.

Connected Camera: means any data enabled camera (models of which will vary from time to time), fitted with a Three Sim, which can be used to record and/or transmit real time data to the VT Platform

Connected Product: means any Connected Camera, Camera System or telematics device (models of which will vary from time to time).

EULA: means VisionTrack's End User Licence Agreement.

Initial Subscription Term: means a minimum subscription term of 12 months, but up to 60 months, from the date of Commissioning of a Connected Product to the Subscription Services, as advised by Three or Ctrack on Three's behalf.

Live Subscription: means an active subscription of a Connected Product to the Subscription Services.

Normal Business Hours: means 09:00 – 17:00 on a Business Day.

Subscription Package: means the software interface through which a Customer can access the data either the VT API Feed, VT FNOL or the VT Live View Platform as more detailed in the Information Schedule.

Virus or Viruses: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

VT Platform: the cloud-based software Platform on which VisionTrack stores, processes and analyses the Vehicle Data, Location Data and Footage (if applicable), and then makes it available to be accessed by Reseller via the VT API Feed, or the VT Live View Platform.

2. BASIS OF CONTRACT

- 2.1 By agreeing to purchase Products and/ or Subscription Services, the Customer agrees that these Additional Terms and Conditions relating to VisionTrack shall apply in full as though they were included within the standard Agreement that between Three and the Customer.
- 2.2 In addition, the Agreement shall also be deemed to include the following VisionTrack policies and terms the full wording of which can be viewed at www.Visiontrack.com/terms_and_conditions:

- 2.2.1 customer returns policy;
 - 2.2.2 fair usage policy;
 - 2.2.3 Three Sim terms;
 - 2.2.4 subscription services terms;
 - 2.2.5 commissioning services terms;
 - 2.2.6 data services terms; and
 - 2.2.7 end user licence agreement,
- (together, the **VisionTrack Terms**).

3. CUSTOMER OBLIGATIONS AND INDEMNITY

- 3.1 The Customer shall:
- 3.1.1 comply at all times with the VisionTrack Terms;
 - 3.1.2 where VisionTrack provides any VT SD Card, act conscientiously and in good faith, not modify the content of the VT SD Card in any way and follow all of Ctrack's/ VisionTrack's reasonable instructions; and
 - 3.1.3 comply with all applicable laws and regulations in the United Kingdom regarding the use of the Products.
- 3.2 The Customer shall indemnify, and keep indemnified, Three from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Three as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Agreement.

4. CUSTOMER WARRANTY

- 4.1 By purchasing Products or Subscription Services the Customer warrants that it is entering into the Agreement as part of its trade, business or profession and is not a 'Consumer' as defined in the Sale of Goods Act 1983 and consumer protection Act 2007.

5. PRODUCT QUALITY

- 5.1 If the Customer wishes to return a Product, the VisionTrack customer returns policy will apply (please refer to the link in paragraph 2.2.1 above).
- 5.2 All Products are provided with a VisionTrack return to base warranty (the "**Product Warranty**"), details of which can be found on the Order Form.
- 5.3 For each Connected Product, the Product Warranty shall commence from the date of installation.
- 5.4 Subject to paragraph 5.5, the Product Warranty covers:
- 5.4.1 defects in materials and workmanship;
 - 5.4.2 non-working Products; and
 - 5.4.3 errors arising from defective software code or defective updates, but the Product Warranty excludes deliberate misuse or damage to any Product.
- 5.5 The Product Warranty does not cover defects arising:
- 5.5.1 from alterations or repairs made to Products without VisionTrack's prior written consent; and
 - 5.5.2 as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- 5.6 The Customer must comply with the reasonable instructions issued by VisionTrack in relation to warranty claims.

6. SUBSCRIPTION SERVICES

- 6.1 For each Connected Product ordered the Customer shall be required to subscribe to the Subscription Services, by placing an order for an Initial Subscription Term for each Connected Product to an appropriate Subscription Package.
- 6.2 For the purposes of this Agreement, the commencement of the Initial Subscription Term is the date on which a Connected Product is Commissioned.
- 6.3 Each Live Subscription shall automatically renew for a period of 30 days (each renewal a "**Renewal Period**") at the end of the Initial Subscription Term and at the end of each subsequent Renewal Period unless the Customer gives Three 90 days written notice that the Customer wishes to terminate the Live Subscription at the end of the current Subscription Term (as applicable).
- 6.4 The Customer will select one type of Subscription Package for each Connected Product.
- 6.5 Customers who select the VT Platform option or the VT FNOL option must agree to the EULA as part of the sign-up processes to gain access to these Subscription Services.

7. END USER LICENSING AGREEMENT (EULA)

- 7.1 Each employee of a Customer (each a "**User**") who accesses the VT Platform must agree to the terms of the EULA.
- 7.2 In relation to each User, the Customer undertakes that each User shall keep a secure password for accessing the VisionTrack Platform, that such password shall be changed no less frequently than quarterly and that each User shall keep their password confidential.
- 7.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Subscription Services that:
- 7.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 7.3.2 facilitates illegal activity;
 - 7.3.3 depicts sexually explicit images;
 - 7.3.4 promotes unlawful violence;
 - 7.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 7.3.6 is otherwise illegal or causes damage or injury to any person or property,

and VisionTrack reserves the right, without liability or prejudice to its other rights, to disable the Customer's access to any material that breaches the provisions of this clause.

Maintenance

- 7.4 VisionTrack shall use commercially reasonable endeavours to make the VisionTrack Platform, the VT API Feed available 24 hours a day, seven days a week, except for:
- 7.4.1 planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - 7.4.2 unscheduled maintenance performed outside Normal Business Hours, provided that VisionTrack has used reasonable endeavours to give the Reseller at least 6 hours' advance notice during Normal Business Hours.

Planned Maintenance

- 7.5 Three will provide Customers with reasonable notice of such events if the VT API Feed will be interrupted.

Support

- 7.6 Three shall provide Customers with first line support, including telephone and online support during Normal Business Hours.
- 7.7 VisionTrack will, as part of the Subscription Services provide the Customers with VisionTrack's standard customer 2nd line support services during Normal Business Hours.

8. PRICE

- 8.1 Three may increase the price for the Equipment and/ or Services, by giving notice to the Customer at any time before delivery of the Equipment and/ or performance of the Services, to reflect any increase imposed by VisionTrack.

9. TERMINATION

- 9.1 Any contract for the supply of the Products and/ or Subscription Services shall cease with immediate effect and without liability to the Customer in the event that Three's agreement with VisionTrack terminates.