SOFTWARE LICENSE AGREEMENT

Important. This Software License Agreement is a legally binding agreement between the Customer and Ctrack, which governs the Customer's use of the Software. If the Customer does not agree to be bound by the terms of this Software License Agreement, the Customer will not be permitted to download, install and/or use the Software. By using the Software, the Customer agrees to be bound by the terms of this Software License Agreement (as may be updated by Ctrack from time to time).

1. Definitions and Interpretation

1.1 In this document:

"**Ctrack**" means Ctrack Australia Pty Ltd ABN 24 144 976 125.

"**Control Command Centre**" means the computer, other hardware and associated software installed by Ctrack on the Customer's Premises.

"**Customer**" means the customer identified in the Order Form.

"**Customer's Premises**" means the Customer's address as set out in the Order Form or as otherwise agreed between Ctrack and the Customer.

"**Date of Acceptance**" is the Date of Acceptance specified on the Order Form.

"**Date of Rental Approval**" means the date on which the Hardware Rental Agreement was duly executed by the Rental Company.

"**DCU**" means a vehicle satellite recording device installed by Ctrack in or on the Customer's vehicles.

"**Defect**" means any material failure of the Software to operate in accordance with the Software Documentation.

"**Event of Force Majeure**" means any act of God, civil disturbance, lightning, earthquake, fire, storm, flood, explosion or event which is not reasonably within the control of Ctrack.

"**Hardware**" means the DCUs, the Control Command Centre and any additional hardware specified in the Order Form.

"**Hardware Rental Agreement**" means the agreement attached to the Order Form, which sets out the terms on which the Rental Company agrees to rent to the Customer the Hardware.

"**Initial Term**" as set out on the Order Form.

"**Intellectual Property Rights**" means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, design right, know-how, confidential information, trade and business names and other similar protected rights in any country.

"**License Fees**" means all charges that relate to Software and all other Charges (except for the Maintenance Fees) set out in the Order Form.

"**Order Form**" means the Order Form to which this document is attached/related.

"**Permitted Number of Users**" means not more than 1 User of the Software per 10 installed DCUs.

"**Rental Company**" means the renter of the Hardware under the Hardware Rental Agreement.

"**Software**" means that version of Ctrack's computer program specified in the Order Form (including Third Party Data) including any subsequent modifications and enhancements, but excluding any subsequent versions produced by Ctrack.

"**Software Documentation**" means the installation guide, operating manuals, user instructions, technical or marketing literature and all other related technical materials in machine or eye-readable form supplied to the Customer by Ctrack relating to the Software (as amended by Ctrack from time to time).

"**Software Version**" means the most current version of the Software unless agreed otherwise in writing by the parties.

"**Specification Document**" means the specification document (if any) attached to the Order Form, which sets out the Customer's specific requirements in respect of the System.

"**System**" means the System defined in the Order Form.

"**Term**" means the term of this document as specified in clause 8.

"**Third Party Data**" means any data licensed to Ctrack by a third party and incorporated in the Software, under the Third-Party License (if applicable).

"**Third Party License**" means an agreement under which any data is licensed to Ctrack by a third party.

"**Third Party Service Provider**" means any third party approved by Ctrack to provide services relating to the System to the Customer.

"**To Use the Software**" means to load the Software and store and run it on any single computer system (whether a standalone or a workstation component of a multi-user network) solely in order to operate the System.

1.2 Unless expressed to the contrary:

(a) headings do not affect the interpretation of this document;

(b) words importing the singular include the plural and vice versa;

(c) a reference to "$" is a reference to Australian currency;

(d) a reference to "including" means including, without limitation; and

(e) a reference to Ctrack or the Customer includes its legal personal representatives, successors and assigns.

2. Condition Precedent

2.1 The obligations of Ctrack and the Customer under this document are subject to Ctrack having received from the Rental Company the Hardware Rental Agreement duly executed by the Rental Company ("Rental Approval").

2.2 On receipt of Rental Approval, Ctrack must notify the Customer of the Date of Rental Approval.

2.3 If Ctrack does not receive Rental Approval within 90 days of the Date of Acceptance, Ctrack may:

• extend this period of time for as long as it considers necessary to obtain Rental Approval;

• offer to rent to the Customer the Hardware on and subject to terms presented by Ctrack; or

• terminate this document.

3. License to use the Software

In consideration of the payment by the Customer to Ctrack of the License Fees (as prospectively varied from time to time by notice in writing from Ctrack to the Customer) annually in advance, Ctrack hereby grants to the Customer for the Term and the Customer accepts a non-exclusive and non-transferable license to Use the Software under this document and the Third Party Licenses (if applicable).

4. Installation of Software

4.1 For on-premise option: On the date(s) and time(s) to be agreed between Ctrack and the Customer, Ctrack will remotely connect to the Customer's designated server(s) and deploy the Software. For hosted option: The Customer will either access the Ctrack website and click on the Ctrack installation application link to perform the necessary installation procedures or access the browser-based application via the Ctrack website.

4.2 If for any reason access is not given on the date(s) or time(s) agreed under clause 4.1 due to the unavailability of the Customer and/or its personnel and/or facilities, Ctrack may charge an additional fee to recover the reasonable costs incurred by Ctrack as a result of such unavailability.

4.3 Subject to clause 9.3, the Customer undertakes not to remove the Software and any removal and/or reinstallation of Software will only be performed by Ctrack. The Customer acknowledges that if it or a third party installs other software, hardware or any other IT infrastructure for use in conjunction with the System, such installation may adversely affect the performance of the System.

4.4 It is the Customer's responsibility to ensure that the computer onto which the Software is installed is adequate to operate the Software (having regard, where applicable to other software installed on the designated computer and/or to any specifications that Ctrack from time to time notifies the Customer are necessary for the efficient operation of the Software) and that all Third Party Licenses are in good standing. Ctrack reserves the right not to install the Software where the computer designated for use by the Customer is, in the reasonable opinion of Ctrack, not adequate to operate the Software having regard to the matters referred to in the preceding sentence.

4.5 The Software will consist of one copy of the object code of the Software in machine-readable form only.

5. Scope of Software License

5.1 On-premise option only. The Customer is permitted to make one copy of the Software solely for backup or archival purposes. Unless otherwise agreed in writing between Ctrack and the Customer, the license granted to the Customer in this document is a single-user license and the Customer is not permitted to load the Software onto a computer network.

5.2 To the extent that any law gives the Customer the right to decompile the Software in order to obtain information necessary to render the Software interoperable with other computer programs, Ctrack will make that information readily available to the Customer. Ctrack will have the right to impose reasonable conditions upon such supply including the imposition of a reasonable fee.

5.3 Except as expressly permitted by this document or as required by law, the Customer will not rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or use, reproduce or deal in the Software or any part thereof in any way.

5.4 If any maintenance services are to be provided by Ctrack, such services will be provided on and subject to the terms of the Software and Hardware Maintenance Agreement.

5.5 The Customer acknowledges that as between it and Ctrack, the Intellectual Property Rights in and to the Software and the Third Party Data are the property of Ctrack and/or its licensors.

5.6 The Customer will not remove any copyright notices that appear on or in the Software.

5.7 The License is for the Permitted Number of Users only. If the number of users exceeds the Permitted Number of Users (at any time), then the Customer will notify Ctrack in writing and Ctrack will charge additional license fees as shown on the Order Form.

5.8 Except where the Customer has been specifically licensed to do so in writing by Ctrack, the Customer will not use Third Party Data:

(a) with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management or similar applications; or

(b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, tablets, pagers, and personal digital assistants ("PDAs").

6. Software Enhancements and Updates

6.1 Ctrack agrees to provide to the Customer any enhancement and/or update to the Software when it is available for release by Ctrack (time in this regard not being of the essence) so long as it is the same Software Version as specified in the Order Form. For the avoidance of doubt, this clause 6 will not entitle the Customer to subsequent versions of the Software, which will normally be conditional upon the Customer entering into a new software license agreement with Ctrack and/or agreeing to pay additional fees.

6.2 The Customer will install any enhancement or update promptly following its receipt.

6.3 The Intellectual Property Rights in and to any customised software created for the Customer by Ctrack will belong to Ctrack, although such work will be paid for and licensed to the Customer under a separate license agreement as agreed between Ctrack and the Customer.

7. Ownership of Data

All data produced by the Use of the Software will, as between the Customer and Ctrack, be the property of the Customer. The Customer hereby grants Ctrack a perpetual, irrevocable license to use the same (whether during the Term or after the termination of this document) for the provision of any other services to the Customer, for marketing or market research purposes or for any other purpose, provided that Ctrack will not, except with the prior consent of the Customer, identify the Customer through such use.

8. Term

8.1 The term of this document commences on the Date of Acceptance and continues for at least the Initial Term and thereafter, on a month-to-month arrangement unless:

(a) Ctrack receives written notice from the Customer of termination of this document not less than 30 days prior to the expiration of the then current term; and

(b) Ctrack receives from the Customer on or before the expiration of the then current term all sums actually or contingently due under this document.

8.2 Clause 8.1 will apply to each renewed term of this document except where the Customer's rights under this document have been terminated.

9. Termination

9.1 Punctual payment of any sum due by the Customer under this document will be of the essence. All the obligations of the Customer under this document will be construed as material and fundamental terms and conditions of this document and Ctrack will accordingly be at liberty to treat a breach of any such obligations as a repudiation or material breach of this document.

9.2 Without prejudice to the generality of clause 9.1, Ctrack may terminate this document by giving written notice to this effect to the Customer if:

(a) any sum payable by the Customer to Ctrack under this document is not received by Ctrack within 14 days of the due date for such payment;

(b) the Customer breaches any of its other obligations under this document;

(c) a warranty, representation or statement made or deemed to be made by the Customer in or relating to, or leading up to the making of, this document is untrue or misleading or incomplete in any material respect;

(d) an event occurs which constitutes an event of default of the Hardware Rental Agreement;

(e) the Hardware Rental Agreement is terminated by the Rental Company for breach by the Customer; or

(f) an application or an order is made to or by a Court or a resolution is passed for the winding up of the Customer or a receiver, an administrator, a liquidator or any other controller is appointed to the Customer or the whole or any part of its undertaking, its property or assets.

9.3 Upon the termination of this document pursuant to clauses 8 or 9, the Customer must return to Ctrack the Software (including any Third-Party Data) and all copies thereof or, at Ctrack's request, destroy the same and certify to Ctrack that this has been done.

9.4 All rights of Ctrack in existence prior to the termination of this document will survive termination of this document.

10. Confidential Information

10.1 The parties undertake, subject to the provisions of this clause 10, to treat as confidential all information of a confidential or commercially sensitive nature concerning the business of the other party disclosed in connection with this document ("Confidential Information"), which includes without limitation, in respect of Ctrack's Confidential Information, all information contained or embodied in the Software (such as the source code and the object code) and in respect of the Customer's Confidential Information, the data produced by the Software (subject to clause 7).

10.2 The recipient of the Confidential Information ("Recipient") will not without the prior written consent of the party disclosing that Confidential Information ("Discloser") divulge any part of the Confidential Information to any person except:

(a) to the Recipient's employees, agents, contractors and professional advisers whose duties require the disclosure of Confidential Information; and

(b) as required by law or any applicable regulatory authority.

10.3 The Recipient will ensure that the persons and bodies mentioned in clause 10.2 are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that it owes a duty of confidence to the Discloser. Each party indemnifies the other against any loss or damage which the other party may sustain or incur as a result of a breach of this clause 10.3.

10.4 The Recipient will promptly notify the Discloser if it becomes aware of any breach of confidence by any person to whom the Recipient divulges all or any part of the Confidential Information and will give the Discloser all reasonable assistance in connection with any proceedings which the Discloser may institute against such person for breach of confidence.

10.5 The obligations of confidentiality hereunder will not apply to information:

(a) already in the public domain at the date of disclosure to the Recipient;

(b) which comes into the public domain after the date of disclosure other than through a breach of the terms of this document;

(c) which at the date of this document is known to the Recipient without any obligation of confidentiality; or

(d) supplied by either party to the Rental Company.

10.6 The foregoing obligations of confidentiality will remain in full force and effect notwithstanding any termination of this document.

11. Warranties

11.1 The Customer acknowledges that the Software is of a complicated and technical nature and may have minor or inherent defects and has not been prepared to meet the Customer's individual requirements except as set out in the Specification Document (if applicable). Where such minor defects exist, as notified by the Customer and accepted by Ctrack, then Ctrack will provide all reasonable programming and remedial services to correct any recognised code errors caused by one of the minor defects in an unaltered version of the Software at no cost to the Customer. Any such programming and remedial services will be the sole remedy in respect of the supply of defective Software. Except as provided in this clause 11, all representations, conditions and warranties (whether express or implied, statutory or otherwise) and including warranties as to satisfactory quality or fitness for any purpose are expressly excluded. The Customer acknowledges that the performance of the System is dependent upon its Hardware, Software and networks operating properly and, if Ctrack incurs any costs because this does not happen, Ctrack will be entitled to invoice the Customer for such costs.

11.2 Ctrack warrants that it is entitled to grant to the Customer the rights granted hereunder in respect of the Software.

11.3 Subject to clause 11.1, Ctrack warrants that the Software is of satisfactory quality and is reasonably fit for the purpose outlined in the Specification Document (if applicable). If Ctrack receives written notice from the Customer of a breach of this warranty not later than the expiry of 12 months after the Date of Acceptance (time in this regard being of the essence), Ctrack will at its own expense and in a reasonable time after receiving such notice remedy the Defect specified in such notice. Further, this warranty will be subject to the Customer complying with its obligations under this document and to there having been no alterations made to the Software by any person other than as authorised by Ctrack. Any liability of Ctrack for failure to comply with its obligations under this clause will be limited to a sum equal to the aggregate License Fees already paid by the Customer to Ctrack under this document. In providing the System, Ctrack may make recommendations in respect of use of third-party services. However, for the avoidance of doubt, Ctrack will not be responsible for the performance of any Third-Party Service Provider notwithstanding any such recommendations and/or approvals.

11.4 The Customer acknowledges in connection with each element of the System that:

(a) the Customer has satisfied itself in relation to the element for all purposes;

(b) the Customer has not made known to Ctrack any particular purpose for which the element is required except as set out in the Specification Document (if applicable);

(c) Ctrack will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material including where such loss or damage arises due to the Customer's use of the Site; accessing or downloading of any material on the Site; or linking to any other website from the Site.

(d) The Third Party Data is provided to the Customer "as is" and the Customer uses it at its own risk. Ctrack and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from the Third Party Data, or that use of the Third Party Data will be uninterrupted or error free.

11.5 The Customer warrants and represents that:

(a) it has the capacity to sue and be sued in its own name and to own its property;

(b) this document is enforceable against the Customer in accordance with these terms and is not void or voidable;

(c) the Customer has capacity and power unconditionally to execute and deliver and comply with its obligations under this document;

(d) each authorisation from, and filing and registration with, a government body necessary to enable the Customer to unconditionally execute and deliver and comply with its obligations under this document has been obtained, effected and complied with;

(e) the unconditional execution and delivery of and compliance with its obligations by the Customer under this document does not contravene:

i. any law or directive from a government body;

ii. the Constitution of the Customer;

iii. any agreement or instrument to which the Customer is a party; or

iv. any obligation of the Customer to any other person;

(f) except as notified to Ctrack in writing prior to the date of this document, no litigation, arbitration or administrative proceeding is current, pending or, to the knowledge of the Customer, threatened, which has or is likely to have a material adverse effect upon the ability of the Customer to comply with its obligations under this document;

(g) except as notified to Ctrack in writing prior to the date of this document, the Customer does not enter into this document as trustee of any trust; and

(h) each obligation of the Customer under this document ranks at least pari passu with all unsecured and unsubordinated obligations of the Customer except obligations mandatorily preferred by law.

11.6 The express terms of this document are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.

11.7 Each warranty and representation will survive the execution of this document.

12. Exclusion of Warranties

12.1 All express and implied terms, conditions and warranties which otherwise might apply to, or arise out of, this document are excluded other than:

(a) as provided in this document; and

(b) terms, conditions and warranties which by law cannot lawfully be excluded or modified by agreement.

12.2 If Ctrack is liable for a breach of a term, condition or warranty described in clause 12.1, Ctrack's liability is, to the fullest extent permitted by law, limited to any one or more of the following as reasonably determined by Ctrack:

(a) replacing or repairing the Software;

(b) supplying the equivalent Software;

(c) paying the cost of replacing or repairing the Software; and

(d) paying the cost of acquiring or licensing the equivalent Software.

12.3 Ctrack may not be able to rely on this clause 12 if it is not fair and reasonable under any law which cannot lawfully be excluded or modified by agreement.

13. Ctrack Liability

13.1 Ctrack will not be liable for any loss in respect of this document or the System arising out of any failure by the Customer to keep full and up-to-date security copies of its data and the computer programs it uses in accordance with best computing practice.

13.2 Ctrack will not be liable for any loss arising out of the Customer or a third party installing other software, hardware or any other IT infrastructure for use in conjunction with the System.

13.3 Ctrack will not be liable for any loss arising out of any failure by the Customer to install and maintain adequate and up-to-date anti-virus and firewall protection for the System. For the avoidance of doubt, the Customer will be responsible for the adequate protection of the System.

13.4 The entire liability of Ctrack in respect of loss or damage in connection with this document or the Software will not exceed the total amount paid by the Customer to Ctrack under this document.

13.5 Notwithstanding anything else contained in this document, Ctrack will not be liable to the Customer for loss of profits or contracts or other indirect or consequential loss including without limitation loss of profits arising from using the Software due to inaccuracy of data produced by the Software, loss arising from reliance on such data, out-of-pocket expenses incurred as a result of failure of the Software to function accurately or at all, or corruption or destruction of the Customer's data.

13.6 For the avoidance of doubt, Ctrack will under no circumstances be liable for non-material inaccuracies in the data produced by the Software to the extent that such inaccuracies are inherent in the System.

13.7 The Customer acknowledges that the System relies on the use of a global positioning system and accordingly Ctrack will not be liable for any inaccuracies in the data produced by the use of the Software resulting from the operation of the global positioning system.

13.8 The Customer acknowledges that if a separate dial-up connection is not obtained for the System:

(a) the Customer may experience congestion as a result of sharing an Internet channel; and

(b) such congestion may result in Ctrack's Internet service provider repeatedly resending the Customer data for which Ctrack may charge additional fees. Ctrack is not responsible for any loss suffered or incurred by the Customer as a result of such congestion (including such additional fees).

13.9 Ctrack accepts no liability for any damage to the Software or loss of data resulting from the Customer having moved or tampered with the Software following its installation and/or reinstallation by Ctrack.

13.10 Each provision of this document limiting or excluding liability operates separately. If any part is held by a Court of competent jurisdiction to be unreasonable or inapplicable, the other parts will continue to apply.

SOFTWARE LICENSE AGREEMENT

14.   Customer Indemnity

14.1   The Customer indemnifies Ctrack against, and also agrees to pay to Ctrack the amount of, any liability, loss, cost or expense which Ctrack may suffer or incur in relation to:

(a) the enforcement of a right by Ctrack under this document;

(b) any kind of property damage, economic loss or the death of, or any kind of injury to, a person caused directly or indirectly by the Software or Using the Software;

(c) any claim made against Ctrack in respect of the Software, its condition, operation, maintenance or use including, without limitation, any claim for infringement of any intellectual property right or a claim for strict liability, except any claim made pursuant to clauses 11.2 or 15;

(d) Ctrack having to restore the Software to the same operating condition and configuration as originally delivered to the Customer; and

(e) a breach of this document or the Hardware Rental Agreement by the Customer, but this indemnity does not cover anything to the extent that, if this indemnity did cover it, this indemnity would be void. Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the Customer and survives the termination of this document. The Customer must pay any sums owing under this clause 14 on demand.

15.   Ctrack Indemnity

Ctrack indemnifies the Customer against any claim that Using the Software or possession of the Software in accordance with the terms of this document infringes the Intellectual Property Rights of any third party. Ctrack will have the right to replace or change all or any part of the Software at Ctrack's expense in order to avoid or mitigate the effect of any infringement. If in Ctrack's reasonable opinion it is necessary to terminate this document to avoid or mitigate the effect of any infringement or threatened infringement, then Ctrack may, in its sole discretion, elect to terminate this document.

16.   Audit

16.1   The Customer will maintain complete and accurate records of the Users of this License to support and document the License Fees payable in connection with this Agreement.

16.2   The Customer will co-operate fully with and assist Ctrack in meeting its audit and regulatory requirements and those of its licensors by providing access during regular business hours for Ctrack and/or its external auditors to conduct appropriate reviews and inspections of the Customer's records and activities for the purpose of audit.

16.3   If any such audit discloses a shortfall in payment to Ctrack of more than 10% per annum, the Customer agrees to reimburse Ctrack for the expenses of such audit. The Customer agrees to cure any shortfall within 30 days and pay Ctrack interest on the shortfall from the date that the shortfall was actually due to the date the shortfall is paid at a rate of 2% above the Bank Bill Rate.

17.   General

17.1   No relaxation or indulgence which Ctrack may extend or may at any time have extended to the Customer will in any way prejudice or act as a waiver of Ctrack's strict rights under this document.

17.2   Any notice or demand to be given under this document by either party to the other will be in writing and will be deemed to have been properly served if left at or sent by express pre-paid post to or facsimile or telex to the current number for that party's address as set out in the Order Form or last known to the party sending the notice or demand and if so posted will be deemed to have been received on the day following the date of posting and if sent by facsimile will be deemed to have been received one hour after the time of transmission or, if transmitted out of normal business hours, one hour after the subsequent opening of business.

17.3   No servant or agent of Ctrack has any authority to make, agree or to give any representation, condition or warranty in respect of the System or to agree to any variation of or addition to this document, unless expressed in writing and signed by a duly authorised representative of Ctrack.

17.4   The Customer hereby warrants to Ctrack that the Customer has not been induced to enter into this document by any prior representations or warranties, whether oral or in writing, except as specifically contained in this document and the Customer hereby irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in this document or for breach of any warranty not contained herein (unless such misrepresentation or warranty was made fraudulently) and/or to rescind this document.

17.5   Nothing in this document will constitute the Customer acting as an agent of Ctrack, and the Customer will have no implied authority on behalf of Ctrack to do any act, incur any liability or pledge or purport to pledge the credit of Ctrack.

17.6   Any present or future legislation which operates to lessen or vary in favour of the Customer any of its obligations in connection with this document is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

17.7   The Customer must not assign or encumber any right under this document without the prior written consent of Ctrack.

17.8   Ctrack may assign or encumber any obligation or right under this document (including assigning to an agent or a contractor its obligation to install the Software).

17.9   This document is governed by and is to be construed in accordance with the laws applicable in Australia. Ctrack and the Customer submit to the non-exclusive jurisdiction of the Courts of Australia.

17.10 If any term of this document is held to be invalid, that term (to the extent that it is invalid) will be deleted from this document and the remainder of the document will not be affected.

17.11 If Ctrack is unable to perform any of its obligations in respect of this document because of an Event of Force Majeure, that obligation will be suspended for so long as that event renders Ctrack unable to perform that obligation.

17.12 No forbearance, delay or indulgence by either party in enforcing the provisions of this document will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy will be cumulative.