radius

ACKNOWLEDGEMENT

The Customer acknowledges that the Services include the real time tracking of assets and recording of video footage from cameras installed on vehicles. This may mean that the tracking and video footage also permits the identification of movements of individuals, such as employees, customers, contractors or other third parties. The Customer understands that it is their responsibility to ensure that all Data Protection Laws are adhered to in their use of the Services.

THE BASICS

1. WHAT WORDS MEAN

1.1. Some of the words and phrases in these terms and conditions mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of these Terms.

1.2. The singular shall include the plural and vice versa and words denoting persons shall include individuals, sole traders, partnerships, bodies corporate and unincorporated associations of persons.

1.3. The words 'include' or 'including' do not limit something to just the examples that follow.

1.4. Any reference to a specific law or regulation in the Terms includes that law or regulation as amended, replaced or extended.

2. ORDER OF DOCUMENTS

2.1. If there is a conflict between any of the documents, the order of priority, highest first, is:

2.1.1. the Sales Order Confirmation;

2.1.2. the Charges Schedule; and

2.1.3. these Terms.

3. HOW THE CONTRACT IS FORMED AND WHEN IT STARTS

3.1. The Contract is formed and comes into force on the Commencement Date.

3.2. The Terms contain the only conditions upon which the Supplier will deal with the Customer in relation to the Services, and they govern all Contracts relating to the Services to the exclusion of all other terms and conditions.

THE SERVICES

4. WHAT THE SUPPLIER SHALL DO

4.1. The Supplier shall provide the Services with the care and skill that would reasonably be expected in the circumstances.

4.2. The Supplier will provide the Customer with Products as set out in the Sales Order Confirmation.

4.3. The Supplier shall make the Data Reports available on the Website.

4.4. The Supplier shall supply the Customer with a unique, personalised username and password to enable the Customer to access the Website and use the Services. The Customer agrees that responsibility for the security of any username or password issued rests with the Customer.

4.5. Subject to and in accordance with the Terms, the Supplier grants to the Customer for the Initial Term (and any Subsequent Term) a non-exclusive, non-transferable and non-exclusive limited right to:

4.5.1. access and browse the contents of the Website; and

4.5.2. download and print Data Reports from the Website,

provided that:

4.5.3. the Customer shall not use the Supplier's trademarks or trade names in any way without the express written consent of the Supplier; and

4.5.4. the Customer shall not copy such material, documentation or software or alter, modify, adapt, translate, decompile, disassemble, reverse engineer or create derivative works of the Website or the Services.

5. WHAT THE CUSTOMER SHALL DO

5.1. The Customer shall:

5.1.1. only use the Products for their purpose and in a careful and proper manner in compliance with the Supplier's instructions and specifications;

5.1.2. procure that all restrictions and obligations imposed on it by the Terms apply equally to its employees, contractors, affiliates, and/or group companies;

5.1.3. ensure that all such employees, contractors, affiliates, and/or group companies fully comply with all such restrictions and obligations;

5.1.4. comply with any reasonable instructions or conditions relating to its use of the Website as may be posted on the Website or otherwise communicated to the Customer from time to time by the Supplier; and

5.1.5. use the SIM solely:

5.1.5.1. in combination with the Hardware; and

5.1.5.2. for transmitting Location Data between the Fleet and the Supplier's systems.

6. INSTALLATION

6.1. If the Supplier does the Installation, an Installation date will be agreed with the Customer. The Installation may be performed by the Supplier or a third party engaged by the Supplier.

6.2. In some circumstances it will be necessary for the Supplier or third party engaged by the Supplier to adapt, adjust, amend or modify an asset or vehicle in the Customer's Fleet in order to install Hardware. The Supplier shall not be liable for any damage caused by such adaptation, adjustment, amendment or modification.

6.3. Where the Customer cancels an arranged Installation with less than twenty-four (24) hours' notice, or otherwise fails to present the Fleet at the agreed date, time or place of Installation, the Supplier may charge the Customer a late cancellation charge per vehicle or asset as detailed in the Charges Schedule.

6.4. If the Installation is performed by the Supplier or a third party engaged by the Supplier, the Customer has 14 days from the date of the Installation being completed to check that it is satisfied that:

6.4.1. the Hardware is working; and

6.4.2. if the Installation included the installation of cameras, that the quality of video footage is sufficient.

6.5. If the Customer does the Installation:

6.5.1. all Hardware will be delivered by the Supplier to the Customer's premises or to such other address as may be agreed between the Supplier and the Customer;

6.5.2. risk in the Hardware will pass from the Supplier to the Customer when the Hardware is delivered to the Customer;

6.5.3. the Customer shall check and install the Hardware within 14 days of delivery of the Hardware; and

6.5.4. subject to clause 17.1, the Supplier shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence or failure to comply with the Supplier's instructions on how to do the Installation.

6.6. If, having checked the Hardware under clause 6.3 or 6.5.3 above, the Customer is not satisfied that the Hardware is working and/or is not satisfied with the quality of the video footage, it shall give notice in writing to the *Contact us* details on the Supplier's website within 14 days of:

6.6.1. the Installation if the Installation was conducted by the Supplier or a third party engaged by the Supplier; or

6.6.2. the delivery of the Hardware by the Supplier to the Customer if the Installation was conducted by the Customer.

6.7. Within 14 days of notification under clause 6.6, the Supplier or a third party engaged by the Supplier shall examine the Hardware at a time and place convenient to the Customer and rectify any issues to the satisfaction of the Supplier (acting reasonably).

7. WHEN SUPPLIER IS NOT TO BLAME

7.1. The Customer acknowledges and agrees that the accessibility, accuracy and availability of the Website (or relevant parts thereof), Data Reports, Location Data and video footage is dependent upon systems, technologies and other factors which are beyond the Supplier's control including Mobile Communication Services. Due to the nature of such technologies and systems, problems such as outages, link failures, network overloads, signal degradation, topographic, electromagnetic and other interferences may have an adverse effect on the accessibility and availability of the Website, Data Reports, Location Data and/or video footage. The Supplier does not warrant that the Data Reports, Location Data, video footage and features made available on the Website will continue to be supported by Mobile Communication Services or that the Customer will be able to use the Data Reports, Location Data, video footage or features made available on the Website as part of the Services for the intended use, due to the fact that such depends partly on circumstances beyond the Supplier's reasonable control.

7.2. The Customer acknowledges and agrees that the Products and the Services are designed and intended for Fleet management purposes only. As such, the Supplier is not responsible for any data privacy, employee relations, regulatory, compliance, insurance or other purposes for which the Customer may use the Products and Services and the Customer shall indemnify and keep the Supplier indemnified against all claims, demands, actions, proceedings, damages, charges, costs and expenses in any way arising out of or in connection with such usage.

7.3. Without prejudice to the generality of clause 7.2, the Supplier makes no representation or warranty that video recording capability will record any particular incident or that the record, if any, of a particular incident, will be effective to support an insurance claim, recovery against a third party, or otherwise.

7.4. Without prejudice to the generality of clause 7.2, it is the Customer's responsibility to satisfy itself that its use of the Services will allow it to meet any legal or regulatory obligations applicable to it. To the maximum extent permitted by law, in no event shall the Supplier be liable in connection with this Contract, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise for breach of any applicable law or regulation applicable to the Customer's business activities in connection with its use of the Services.

7.5. It is the Customer's responsibility to ensure that any Hardware complies with any regulatory or legal requirements applicable to the vehicles or assets within its Fleet. The Supplier does not provide any warranty that the Hardware is appropriate for the

vehicles or assets within the Customer's Fleet other than that set out in any Hardware specification provided by the Supplier to the Customer.

7.6. The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, demands, actions, proceedings, damages, charges, costs and expenses which may be brought against the Supplier in any way arising out of or in connection with (i) the Customer's failure to comply with its responsibility under clause 7.5; and/or (ii) use of the Hardware outside of any Hardware specification provided by the Supplier to the Customer.

7.7. The Supplier shall have the right at any time to temporarily suspend access to the Website for the purposes of maintaining or repairing the Website or any part thereof; and to make changes to the functionality, presentation, features, modes of access and material content in relation to the Website without notice to the Customer.

THE PRODUCTS – OWNERSHIP AND REPLACEMENT

8. TITLE TO THE HARDWARE

8.1. Subject to clause 8.2:

8.1.1. all Hardware which is supplied by the Supplier to the Customer for the Customer's use of the Services shall remain the Supplier's property and the Customer shall not hold itself out to be the owner of the Hardware nor deny title to the Supplier, nor shall the Customer sell, lend, rent, encumber, dispose or part with possession of such Hardware, except in accordance with the Supplier's express written instructions or prior written consent;

8.1.2. the Customer will:

8.1.2.1. not deface, destroy, alter or obscure any identifying mark on the Hardware; and

8.1.2.2. deliver up the Hardware to the Supplier if required to under the Terms;

8.1.3. the Customer's right to use of the Hardware shall terminate immediately if:

8.1.3.1. the Customer is the subject of a bankruptcy order or it making an arrangement or composition with its creditors, or it entering into any form of liquidation or other form of insolvency as within the meaning of section 466 of the Companies Act 2016;

8.1.3.2. the Customer ceases to trade; or

8.1.3.3. the Customer seeks to sell, lend, rent, encumber, dispose or part with possession of the Hardware;

8.1.4. the Supplier may bring an action for the price of the Hardware, and any other amounts due under a Contract, notwithstanding that title to the Hardware has not passed to Customer.

8.2. Clause 8.1 shall not apply if the Customer purchases the Hardware from the Supplier, which will be expressly identified in the Sales Order Confirmation. In those circumstances, legal and equitable title to the Product (excluding, where applicable, firmware and SIM) will pass from the Supplier to the Customer upon the later of:

8.2.1. delivery of the Hardware; and

8.2.2. receipt by the Supplier of all amounts due from the Customer in relation to the Hardware.

9. REPLACEMENT OF THE HARDWARE

9.1. If the Customer gives notice in writing to the Supplier within 14 days of discovery that some or all of the Hardware is defective, the Supplier shall:

9.1.1. examine the Hardware at a time and place convenient to the Customer; or

9.1.2. ask the Customer to return the Hardware to the Supplier's place of business.

9.2. Subject to clause 9.3 and after the Customer has given notice under clause 9.1, the Supplier shall:

9.2.1. if the notice under clause 9.1 has been received by the Supplier within the Initial Term, (at its option) repair or replace any Hardware that is defective; or

9.2.2. if the notice under clause 9.1 has been received by the Supplier outside of the Initial Term, (at its option) repair or replace any Hardware that is defective and charge the Customer a fee of not more than the non-return fee applicable to the piece of Hardware set out in the Charges Schedule. If the Customer does not want to pay such a fee, the Customer may terminate the Contract relating to the affected Hardware by giving one month's written notice notwithstanding that the Contract is within a Subsequent Term.

9.3. The Supplier shall not be required to repair or replace any Hardware under clause 9.2 if:

9.3.1. the defect arises because the Customer failed to follow the Supplier's instructions as to the storage, installation, commissioning, use, maintenance or replacement of the Hardware;

9.3.2. the Customer alters or repairs the Hardware without the written consent of the Supplier;

9.3.3. the defect arises as a result of wilful damage, negligence, or abnormal working conditions;

9.3.4. the defect arises as a result of any damage caused by use of the Hardware outside of its specified operating parameters, exposure to lightning or power spikes;

9.3.5. the defect arises as a result of an accident involving the vehicle or asset in which the Hardware is installed; or

9.3.6. in the case of the neon product or other battery powered product or device, if such product or device was despatched to the Customer more than three years ago or its location alert has been activated more than 1,200 times.

9.4. Except as provided in this clause 9, the Supplier shall have no liability to the Customer in respect of defective Hardware.

9.5. These Terms shall apply to any repaired or replacement Hardware supplied by the Supplier under clause 9.2.

PAYMENTS

10. PAYING WHAT THE CUSTOMER OWES THE SUPPLIER

10.1. The Customer shall pay the Prices, via direct debit, to the Supplier in accordance with this clause and as specified in an applicable Sales Order Confirmation. Unless otherwise specified in the Sales Order Confirmation, payment of all amounts due shall be made by the Customer within 14 days of the date of invoice.

10.2. All Prices payable under a Contract are exclusive of taxes, duties, levies or other imposts ("Taxes") which may be applicable to the supply of the Products and Services which will be payable by the Customer.

10.3. The Price can be changed by the Supplier, provided that:

10.3.1. the Supplier shall give the Customer at least 28 days' notice of any change to the Price; and

10.3.2. the Supplier shall not impose more than one price increase per year during the Initial Term.

10.4. In addition to the Supplier's right to change the Price under clause 10.3, upon the expiry of the Initial Term or any Subsequent Term, the Price shall be the price for the relevant Products and Services included in the List Price.

10.5. The Customer shall make all payments properly due under a Contract without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.

11. WHAT HAPPENS IF THE CUSTOMER DOES NOT PAY THE SUPPLIER

11.1. If the Customer does not pay any amount properly due to the Supplier under or in connection with a Contract on or before the due date, the Supplier may:

11.1.1. charge the Customer interest on the overdue amount at the rate of 4% per year (which interest will accrue daily until the date of actual payment and be payable on demand); and/or

11.1.2. at any time after the due date, without notice to the Customer, set off any liability of the Customer to the Supplier against any liability of the Supplier or an Affiliate to the Customer such as a deposit held by the Supplier or an Affiliate, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms. Any exercise by the Supplier of its rights under this clause shall not limit or affect any other rights or remedies available to it under these Terms or otherwise.

11.2. The Customer shall be liable for all costs, charges and other liabilities incurred by Supplier because of any late payment. The Supplier is entitled to charge all costs of collection, including but not limited to attorney's fees to the extent permitted by law, in addition to all other amounts due. The Customer hereby irrevocably consents to the service of any letter of demand and/or legal notice and/or court process under the Contract shall be effected by registered post to the Customer's address as stated in the Sales Order Confirmation, or to such other addresses as the Customer may

notify the Supplier of in writing from time to time, and such service shall be deemed effective five (5) days after posting.

11.3. The Supplier (or its agents or representatives) may perform credit checks on the Customer. The Customer hereby gives its consent to the Supplier (and its agents or representatives) to carry out such checks. The Customer hereby acknowledges and agrees that the credit checks may involve giving information about the Customer to licensed credit reference agencies or third parties.

PROTECTING INFORMATION

12. INTELLECTUAL PROPERTY RIGHTS

12.1. All Intellectual Property Rights in or arising out of or in connection with the Services (including the Data Reports) and/or the Products, and all graphics, text, photographs, artwork, logos, user interfaces, sounds, music, computer code and other materials in the Website including but not limited to the Supplier's logos, the design, "look and feel", expression and arrangement of the content of the Website, shall be owned by the Supplier or the Supplier's licensors.

12.2. The Supplier owns all data generated by or related to the operation or performance of the Services. This operational and performance data does not include any Personal Data which shall be dealt with subject to the provisions of clause 14.

12.3. The Customer owns all data provided by or on behalf of the Customer to the Supplier in connection with the Services. The Supplier may use this data as required for the purpose of performing the Services.

12.4. The Customer authorises the Supplier to retain and use a copy of the data referred to in clause 12.3 above, in anonymised aggregated form (such that the identity of the Customer and any Data Subject is not ascertainable) for the purpose of carrying out data analytics in relation to the services provided to its customers and otherwise developing new products and services ("**Statistical Data**").

12.5. The Customer hereby grants the Supplier a non-exclusive, royalty free, fully-paid, irrevocable worldwide right and licence to access, review, analyse, use, manipulate, copy, and modify the Statistical Data for its own purposes, including using the information to produce and distribute reports, analyses and data based upon the Statistical Data.

13. KEEPING THINGS CONFIDENTIAL

13.1. The Customer and the Supplier agree that for the duration of this Contract and for a subsequent period of three years they will at all times keep any Confidential Information of the other Party as confidential and shall not permit the same to be copied, used, disclosed or disposed of except in accordance with this Contract. The provisions of this clause 13 shall not apply to Confidential Information which is already in the public domain or becomes so at a future date other than by breach of this Contract or disclosures of Confidential Information that are:

13.1.1. required by law or regulation in response to a request from a law enforcement or regulatory body or authority;

13.1.2. made in connection with a court order or other similar demand;

13.1.3. made in connection with a contemplated merger, acquisition or similar transaction;

13.1.4. made to an Affiliate or company related to the Supplier; or

13.1.5. made to the Supplier's service providers for delivering the Services, on behalf of the Supplier.

14. DATA PROTECTION

14.1. The Customer and the Supplier will each observe all provisions of the Data Protection Laws. This includes the obligation of the Customer to duly inform involved Data Subjects about the Processing of their Personal Data by the Supplier under the instruction of the Customer. The Customer acknowledges that it is their responsibility to conduct all relevant data privacy impact assessments and to assure itself of the basis of its Processing of Personal Data and that its data protection policies are adequate.

14.2. The Customer and the Supplier acknowledge that, in respect of any Personal Data, which the Supplier Processes on behalf of the Customer in connection with this Contract, the Customer shall be regarded as the Data User and the Supplier shall be the Data Processor.

14.3. The Supplier shall only collect, Process, store, and Use Personal Data, and the Location Data:

14.3.1. to the extent that such is necessary for the performance of the Contract and the improvement of the Services;

14.3.2. in accordance with the Customer's lawful, documented, and reasonable instructions (which shall, unless otherwise agreed, be to Process Personal Data to the extent that such is necessary for the performance of the Contract and the improvement of the Services); or

14.3.3. as required to comply with the Data Protection Laws.

14.4. The Customer instructs the Supplier to collect, Process, store and use the Personal Data for the purpose as included under clause 14.3 above.

14.5. The Customer hereby consents to the Supplier's appointment of subprocessors who may from time to time be engaged by the Supplier in support of the Supplier's provision of the Services to the Customer, including in relation to the outsourcing by the Supplier of the hosting of its data centres to a third party within Malaysia. The Supplier warrants that such third parties shall be legally bound to their respective obligations under the provisions of the Data Protection Laws as a Data Processor (if any). The Supplier shall also ensure that the Data Processor (a) provides sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out, and (b) takes reasonable steps to ensure compliance with those measures. Upon the Customer's written request, which shall not be exercised more than once in any 12 month period, the Supplier shall notify the Customer:

14.5.1. of the identity of any subprocessors; and

14.5.2. if any Processing is to take place outside of Malaysia.

14.6. The Customer may revoke its consent for the Processing of Personal Data in relation to this Contract at any time. Such revocation must be presented to the Supplier in writing and shall not affect the Contract and will leave the Customer's obligations (including payment obligations) under the Contract intact. The Customer acknowledges that, as a result of such revocation, the Supplier may not be able to provide the Services.

14.7. The Supplier shall implement appropriate technical and organisational security measures to protect any Personal Data collected under the Contract against accidental or unlawful destruction or accidental loss, alteration, unauthorised or accidental disclosure or access, misuse, modification and against all other unlawful forms of Processing. Having regard to the state of the art and the cost of their implementation, such measures shall provide a level of security appropriate to the risks represented by the Processing and the nature of the Personal Data to be protected.

14.8. Upon becoming aware of any unauthorised, accidental, or otherwise unlawful disclosure of Personal Data, the Supplier shall:

14.8.1. notify the Customer without undue delay; and

14.8.2. co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of that Personal Data breach.

14.9. The Supplier shall:

14.9.1. ensure that its employees who may have access to the Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;

14.9.2. cease Processing the Personal Data within 120 days upon the termination or expiry of the Contract or the Services to which it relates, or when such Personal Data is no longer required for the purpose for which it was to be processed, whichever is sooner, and as soon as possible thereafter, either return, or securely and permanently wipe from its systems or otherwise destroy, the Personal Data and any copies of it or of the information it contains. For the avoidance of doubt this shall not apply to the Statistical Data which the Supplier shall be entitled to retain; and

14.9.3. to the extent permitted by law, make available to the Customer such further information and (as applicable) co-operate in the conduct of any audit or review exercise, as the Customer may reasonably require, and at Customer's sole expense, to provide assurance that Supplier are in compliance with the obligations set out in this clause 14, provided always that this requirement shall not oblige Supplier to provide or permit access to information concerning (i) Supplier internal pricing information; (ii) information relating to Supplier's other customers (including any pricing information); (iii) any of Supplier non-public external reports; (iv) any internal reports prepared by Supplier; (v) any Intellectual Property rights of the Supplier; or (vi) any information which would infringe Data Protection Law. Further a maximum of one audit or review may be activated under this clause in any twelve (12) month period and provided always that the Customer and the Supplier shall (acting reasonably) agree a mutually convenient date for the audit or review to take place.

14.10. The Customer as Data User warrants that:

14.10.1. it has all authority and consents of the Data Subjects necessary to enable the Supplier to process the Personal Data in accordance with the Data Protection Laws for the purposes of this Contract; and

14.10.2. it has complied with and shall, during the term of the Contract, continue to comply with the obligations of a Data User under the Data Protection Laws.

14.11. The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, demands, actions, proceedings, damages, charges, costs and expenses which may be brought against the Supplier in any way arising out of or in connection with a breach by the Customer of clause 14.10.

14.12. The Customer and the Supplier acknowledge that they have agreed that the Customer will respond to enquiries from Data Subjects, any governmental and/or judicial body concerning the Processing of Personal Data by the Supplier and that the Supplier will, upon request by the Customer, provide reasonable assistance to the Customer for these purposes. In case of enquiries, investigations, or inspections by a competent regulatory authority directed directly to the Supplier, the Customer shall provide reasonable assistance to the Supplier to enable the Supplier to respond to such enquiries, investigations, or inspections.

14.13. The Annex to these Terms sets out the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subject as may be required by any Data Protection Laws. As between the Customer and the Supplier, nothing in the Annex confers any right or imposes any obligation on either the Customer or the Supplier.

ENDING THE CONTRACT

15. TERMINATING THE CONTRACT

15.1. For all Customers other than PAYGO Customers, the Contract will continue in force for the Initial Term and any Subsequent Term unless terminated under clause 9.2.2, clause 15.2 or clause 15.3.

15.2. Whilst within the Initial Term or any Subsequent Term, the Customer may give not less than 28 days' written notice to terminate the Contract, such notice to expire on the last day of the Initial Term or Subsequent Term (as applicable). Any notice given under this clause must be by email from the Customer to telematicscancellations@radius.com. The Supplier shall not accept any other form of notice from the Customer under this clause and if any other such notice is given, the Customer shall continue to pay the Prices.

15.3. The Supplier may, without prejudice to any of its other rights arising under this Contract, on giving written notice, terminate the Contract:

15.3.1. on not less than 28 days' written notice, such notice to expire on the last day of any calendar month; or

15.3.2. with immediate effect, if:

15.3.2.1. the Customer fails to observe or perform any material term or condition hereof, including in any event non-payment, and such default or breach (if capable of remedy) shall not be remedied within 20 days after notice in writing, specifying the breach and requiring the same to be remedied, has been given; or

15.3.2.2. any of the following events occur: (i) the presentation of a petition for winding up of the Customer; (ii) the Customer is the subject of an order or an effective resolution is passed for winding up the Customer; (iii) the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, judicial manager, trustee or nominee for voluntary arrangement, or similar officer in respect of the Customer; (iv) if a receiver, administrative receiver, administrator, judicial manager, nominee for voluntary arrangement, or similar office is appointed over all or any part of the assets or undertaking of the Customer; (v) the Customer making a composition or arrangement with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; (vi) the Customer goes into liquidation; (vii) the Customer becoming unable to pay its debts or otherwise becoming insolvent, or (viii) the Customer ceasing, or threatening to cease, to carry on business;

15.3.2.3. there has been any delay or failure in performance under the Contract resulting from any Force Majeure Event, which delay or failure shall have continued for a period of three months; or

15.3.2.4. at the sole discretion of the Supplier, the Customer fails a credit check performed on it under clause 11.3.

15.4. If the Customer is a PAYGO Customer, the Supplier or the PAYGO Customer may, without prejudice to any of its other rights arising under this Contract, on giving written notice, terminate the Contract on not less than three months' notice, such notice to expire on the last day of the relevant calendar month.

16. WHAT THE CUSTOMER SHALL PAY WHEN THE CONTRACT IS TERMINATED

16.1. The Customer shall pay any unpaid fees up to and including the date of termination under this Contract and sums due under all other account(s) of the Customer with the Supplier shall become due and immediately payable upon the termination of this Contract.

16.2. Upon termination, unless the Customer has purchased the Hardware or the termination is under clause 9.2.2, the Customer shall return the Hardware to the Supplier. If the Customer has lost, damaged or is unable to return the Hardware to the Supplier in good marketable condition within sixty (60) days of the termination of the Services, the Customer shall pay the Supplier a non-return fee set out in the Charges Schedule. For the avoidance of doubt, if, at any time, the Customer does not have in its possession or control the Hardware delivered to it, the Supplier may treat the Hardware as lost unless the Customer can prove otherwise.

IF SOMETHING GOES WRONG

17. HOW FAR EACH PARTY CAN BE HELD RESPONSIBLE

17.1. Nothing in the Terms shall be deemed to exclude or limit the Supplier's liability in respect of any liability which cannot legally be limited or excluded, including liability for:

17.1.1. death or personal injury resulting from negligence;

17.1.2. fraud or fraudulent misrepresentation; or

17.1.3. loss or damage caused by wilful intent of the Supplier or its officers, employees, agents, or contractors.

17.2. Subject to clause 17.1, in no event, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise, shall the Supplier be liable for any loss of profits, income, revenue, use, production or anticipated savings, loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, any loss or corruption of any data, database or software or in respect of any special, indirect or consequential loss or damage whatsoever.

17.3. Subject to clauses 17.1 and 17.2, the Supplier's maximum aggregate liability under the Contract for all claims or otherwise shall be limited to the higher of (i) the

Prices paid or to be paid by the Customer in the twelve months prior to the date on which the Customer's first claim arose: and (ii) RM57,000.

18. FORCE MAJEURE EVENTS

If a Party is prevented or delayed in the performance of any of its obligations under the Contract by a Force Majeure Event, then that Party will be excused from the performance or punctual performance, as the case may be, of its obligation, to the extent that such Force Majeure Event continues and agrees to use reasonable endeavours to overcome or work around the Force Majeure Event so as to be able to perform its obligations under the Contract.

EVERYTHING ELSE

19. TRANSFERRING TO ANOTHER PARTY

The Supplier may freely assign its rights and obligations under the Terms without the Customer's consent. The Customer may not without the prior written consent of the Supplier assign, transfer, charge, license or otherwise dispose of or deal in a Contract or any of its rights or obligations under these Terms.

20. THIRD PARTIES' RIGHTS

Each Contract is made for the benefit of the Customer and the Supplier and is not intended to benefit any third party or be enforceable by any third party save for any third party software sub-licensing provisions. The right of the Customer or the Supplier to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Terms is not subject to the consent of any third party.

21. NO PARTNERSHIP OR AGENCY ARRANGEMENT

21.1. The Contract does not:

21.1.1. set up any partnership, exclusive arrangement or joint venture between the Parties;

21.1.2. make one Party the agent of the other Party; or

21.1.3. authorise either Party to enter any commitments for, or on the behalf of, the other Party.

22. NO WAIVER

22.1. No breach of any provision of the Terms will be waived except with the express written consent of the Party not in breach.

22.2. Failure or delay by either the Customer or the Supplier in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any of its rights under these Terms. Any waiver by one Party of any breach of, or any default under, any provision of the Terms by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other provisions.

23. WHAT HAPPENS IF PART OF THE CONTRACT IS ILLEGAL, INVALID OR UNENFORCEABLE

If any provision of the Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of the Terms will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Customer and the Supplier, in which case the entirety of the relevant provision will be deemed to be deleted).

24. MAKING CHANGES TO THE CONTRACT

24.1 The Supplier shall be entitled to add, amend, modify, revise or remove any provisions under these Terms, at any time, as the Supplier deems necessary with or without prior notice to the Customer by publication of the revised Terms on the Websites, which amendments shall come into force on the date that the Customer is notified thereof and apply to all Contracts whether entered into before or after that date. 24.2 In addition, the Customer agrees to comply with any and all guidelines, notices, instructions, operating rules and policies published or prescribed by the Supplier in relation to the purchase of the Services through the Website, as may from time to time be modified or supplemented by the Supplier. The Customer is deemed to be aware of and bound by any revisions to such guidelines, notices, instructions, operating rules and policies upon the publication of the relevant revised guidelines, notices, instructions, operating rules and policies on the Websites.

25. ENTIRE AGREEMENT

The Terms constitute the entire agreement between the Customer and the Supplier in relation to the Contract, and supersede all previous agreements, arrangements and understandings between the Customer and the Supplier in respect of the Contract, provided always that the usage of the Website by the Customer shall be governed by the Website Terms and Conditions as found on the relevant Website.

26. CHOICE OF LAW

The formation, existence, construction, performance, validity and all aspects of the Contract and the Terms shall be governed by the laws of Malaysia and the Customer and the Supplier submit to the exclusive jurisdiction of the courts of Malaysia.

DEFINED TERMS

Affiliate means any entity that directly or indirectly controls or is controlled by the Supplier, or is jointly controlled with the Supplier;

Charges Schedule means the charges set out at https://www.radius.com/en-my/telematics-charges/

Commencement Date means the earlier of (i) the date on which the Customer signs the Sales Order Confirmation; (ii) the date on which the Customer makes their first payment; or (iii) the date on which the Customer starts using the Services;

Confidential Information means information of commercial, proprietary or other value disclosed by one Party to the other Party which is identified as confidential or might reasonably be considered to be confidential and that has not come into the public domain or been independently developed;

Contract means the Sales Order Confirmation and these Terms agreed between the Customer and the Supplier for the supply of the Products and the Services (and, if applicable, the sale of Products) that starts in accordance with clause 3;

Customer means the entity detailed on the Sales Order Confirmation that is purchasing the Services or Products from the Supplier or if there is no such Sales Order Confirmation, the entity using the Services;

Data Protection Laws means the Personal Data Protection Act 2010 of Malaysia, together with all its subsidiary legislation (including regulations, standards and codes of practice), each as amended, consolidated or replaced from time to time.

The terms "Personal Data", "Process/Processing", "Use", "Data User", "Data Processor" and "Data Subject" shall have the same meaning as in the Data Protection Laws, notwithstanding that such terms may not be capitalised in the Data Protection Laws;

Data Reports means visual and other representations of telematics data produced by the Customer's use of the Services accessible through the Website;

Fleet means the vehicles or assets to be tracked or traced via the Services;

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the Party affected (including power failures, industrial disputes, changes

to the law, pandemics, disasters, explosions, fires, floods, riots, terrorist attacks and wars), but excludes any inability of the Customer to fulfil its payment obligations under this Contract;

Hardware means vehicle or asset telematics or tracking units and associated peripherals, which may or may not include firmware, camera, battery and SIM;

Initial Term the initial contract period set out in the Sales Order Confirmation;

Installation means fitting the Hardware into the Fleet;

Intellectual Property means any patent, registered or unregistered design and design right, trade mark, service mark, trade name, or other proprietary rights inherent in the Products or the Services, any copyrights, moral rights, and database rights, all other similar or equivalent intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world, in all cases whether registered or not, and whether vested, contingent or future and all reversions, renewals, revivals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing;

List Price means the price for the Products and Services set out here: https://www.radius.com/en-my/telematics-terms-and-conditions/list-price/ (which may be updated by the Supplier from time to time);

Location Data means data on the geographical position of the Fleet and other messages sent to or by the Fleet;

Mobile Communication Services means the mobile electronic communication services used for transmitting Location Data and video footage;

Party means the Supplier or the Customer, as applicable. "Parties" shall mean both the Supplier and Customer;

PAYGO Customer means a Customer who is supplied the Product and the Services on a rolling monthly basis as detailed in the Sales Order Confirmation;

Prices means:

a) whichever is most recent of the price for the Products and the Services:

    i. set out in the Sales Order Confirmation:

ii. as agreed in writing between the Customer and the Supplier;

iii. as notified by the Supplier to the Customer under clause 10.3; or

iv. in accordance with clause 10.4, if a Customer is in a Subsequent Term, the relevant List Price; and

b) the charges set out in the Charges Schedule from time to time;

Products means the Hardware which is purchased by the Customer or provided to the Customer by the Supplier for the Customer to use for the Initial Term and any Subsequent Term for the supply of the Services and, any associated software, SIM and firmware;

Sales Order Confirmation means the confirmation sent by the Supplier to the Customer;

Services means the Fleet tracking services and/or access to video footage provided through the Supplier's proprietary web-based software and/or the Vehicle Check Service;

SIM means Subscriber Identity Module card providing network airtime;

Statistical Data has the meaning in clause 12.4;

Subsequent Term means, for all Customers other than PAYGO Customers, the period of one year after the Initial Term and each subsequent period of one year;

Supplier means the company in the Radius group of companies that is detailed in the Sales Order Confirmation;

Terms means these terms and conditions, the Sales Order Confirmation and any relevant invoices;

Vehicle Check Service means the application provided by the Supplier that assists with documenting regular vehicle checks;

Website means www.velocityfleet.com, www.kinesisfleet.com, www.radiustelematics.com and any successor website and the content therein (including all and any displayed materials and graphics such as databases, maps, photographs, and other images) which shall include the Data Reports.

Annex: Personal Data

This Annex includes certain details of the processing of the personal data as may be required by any data protection law.

Subject matter and duration of the processing of the personal data

The subject matter and duration of the processing of the personal data are set out in the Terms.

The nature and purpose of the processing of the personal data

The nature and purpose of the processing of the personal data are set out in the Terms.

The types of the Personal Data to be Processed

The personal data comprised in the Data Reports, video footage and the Location Data.

The categories of Data Subject to whom the Personal Data relates

The individuals engaged as drivers in the Fleet.

The obligations and rights of the data user

The obligations and rights of the data user are set out in the Terms.