

Terms of Trade – Inseego New Zealand

Last updated: July 2022

1. Definitions and Interpretation

1.1 In this document:

- "Application"** means the centrally hosted vehicle tracking application (including but not limited to Inseego Fleet, Inseego Driver, Inseego Vision and Inseego Asset) utilising the Software and accessible by the Customer via the Internet at the Site or via mobile application.
- "Bank Bill Rate"** means the ANZ 30 Days Bank Bill Reference Rate or, if unavailable, a bank bill rate published in The New Zealand Herald as nominated by Inseego New Zealand Ltd to the Customer.
- "Charges"** means all One-Off Charges (including the installation and training charges) set out in the Order Form plus the Maintenance fees.
- "Control Command Centre"** means the computer, other hardware and associated software installed by Inseego New Zealand Ltd at 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 the Customer and Inseego New Zealand Ltd.
- "Date of Acceptance"** means the Date of Acceptance as specified in the Order Form.
- "DCU"** means a vehicle satellite recording device installed by Inseego New Zealand Ltd in or on the Customer's vehicles.
- "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 Inseego New Zealand Ltd.
- "Extended Warranty"** means the extended warranty obligations of Inseego New Zealand Ltd after the 12 months standard warranty period under clause 6.1 where the Customer has elected to take the Extended Warranty option on the Order Form, comprising full replacement of Hardware if a problem cannot be fixed for the full term of the service agreement.
- "Hardware"** means the DCUs, the Control Command Centre and any additional hardware specified in the Order Form and the Supplementary Order Form (if applicable).
- "Maintenance Services" and "Maintenance Fees"** means the services and fees set out in Schedule 1 which may be updated from time to time by written agreement between the parties.
- "Inseego New Zealand Ltd"** means Inseego New Zealand Ltd NZBN: 9429 036 794 508.
- "Order Form"** means the Order Form (overleaf).
- "Site"** means the site(s) located at the domain name(s) that host(s) the Application notified from time to time by Inseego New Zealand Ltd to the Customer.
- "Software"** means the vehicle management and tracking software licensed to the Customer by Inseego New Zealand Ltd under the Software License Agreement.
- "Software License Agreement"** means the Software License Agreement as displayed at www.inseego.com/nz/legal/terms
- "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 Inseego New Zealand Ltd vehicle satellite tracking system comprising the Wireless Services, the Hardware, the Application and the Software for communicating, analysing and presenting vehicle information means any third party approved by Inseego New Zealand Ltd to provide services relating to the supply, installation, operation or maintenance of the System to the Customer as contemplated by this document.
- "Wireless Network Provider"** means the third-party network operator approved by Inseego New Zealand Ltd to provide Wireless Service to the Customer as contemplated by this document.
- "Wireless Service Charges"** means the charges payable by the Customer to the Wireless Network Provider for Wireless Services.
- "Wireless Services"** means the provision of 3G, 4G, 5G, GPRS, GSM, SMS and/or other wireless airtime services using network capacity and infrastructure procured from the Wireless Network Provider.

1.2 Unless expressed to the contrary:

- (a) headings do not affect the interpretation of this document;
- (b) the singular includes the plural and vice versa;
- (c) a reference to "S" is a reference to New Zealand currency;
- (d) a reference to "including" means including, without limitation; and
- (e) a reference to Inseego New Zealand Ltd or the Customer includes its legal personal representatives, successors and assigns.

2. Risk and Title to the Hardware

- 2.1 For units purchased outright, risk of the hardware passes to the customer on delivery and title passes to the customer on payment to the total hardware cost.
- 2.2 For rented units, title remains with Inseego for the duration of the agreement and beyond unless otherwise stated in writing by Inseego.

3. Access to the System

- 3.1 The Customer will ensure that Inseego New Zealand Ltd and its employees, agents and/or contractors are able to access (in person and remotely) Customer vehicles, the Hardware, the Software and the Customer's Premises on the agreed date(s) and time(s) in order to provide installation, maintenance, adjustment, repair, replacement or removal of the System and the Customer will not unreasonably delay or refuse such access. Neither Inseego New Zealand Ltd nor the Third-Party Service Provider will be liable for any damage or loss incurred by the Customer as a result of such delay or refusal.
- 3.2 If for any reason such access is not given on the date(s) or time(s) agreed under clause 3.1 due to the unavailability of the Customer, and/or its personnel and/or facilities, Inseego New Zealand Ltd may charge the Customer an additional fee to recover the reasonable costs incurred by Inseego New Zealand Ltd as a result of such unavailability.

4. Payment of Charges

- 4.1 Invoicing on hardware and software charges (including GST) will commence following installation. This is applicable to both hardware purchases and monthly rentals. All invoices are payable 14 days from the date of issue.
- 4.2 The Customer will pay in cleared funds the Charges to Inseego New Zealand Ltd to such account(s) as Inseego New Zealand Ltd may in writing specify without prior demand and without any right of set-off or to make any deductions or withholdings in respect of any period during which the System is inoperable without first having given Inseego New Zealand Ltd notice of claim and reasonable opportunity to remedy the issue. These amounts will become due and payable 14 days from the date of the relevant invoice.
- 4.3 The Customer will pay Inseego New Zealand Ltd interest at the rate of 2% per annum plus the Bank Bill Rate from time to time on amounts owing to Inseego New Zealand Ltd for each day during which the Customer is in arrears paying such amounts.
- 4.4 Subject to clause 5, the Customer will pay Inseego New Zealand Ltd on demand all taxes payable in connection with this document.
- 4.5 Clauses 4.2 and 4.3 will remain in force notwithstanding termination of this document for any reason.
- 4.6 Inseego New Zealand Ltd may appropriate any sum received from the Customer under this document to any part of the sums due by the Customer under this document for the time being notwithstanding any contrary allocation by the Customer. Payments sent to Inseego New Zealand Ltd will be at the Customer's risk until actually received into Inseego New Zealand Ltd's nominated bank account.
- 4.7 The Customer's obligations to pay to Inseego New Zealand Ltd any sums due under this document are absolute and unconditional in all circumstances and the Customer must not withhold, or make a deduction from, those sums for any reason. The Customer must not make or raise any claim, defence, set-off, equity or counterclaim against Inseego New Zealand Ltd or in respect of any other person in reduction of the Customer's liability to pay those sums, regardless of whether or not:
- (a) the circumstances which gave rise to the claim, defence, set-off, equity or counterclaim arose or arise on, before or after the date hereof;
- (b) the System is damaged, does not operate or is not in the Customer's possession; or
- (c) the Rental Company breaches any of its obligations under the Hardware Rental Agreement
- 4.8 All payments made by credit card will attract a 2% merchant fee. Visa and Mastercard only accepted.

5. Goods and Services Tax

- 5.1 In this clause 5:
- (a) words and expressions which are not defined in this document, but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) GST Law has the same meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999.
- 5.2 Unless otherwise expressly stated, all prices or other sums payable or to be provided under this document are exclusive of GST.
- 5.3 If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply.
- 5.4 The recipient will pay the amount referred to in clause 5.3 in addition to and at the same time that the consideration for the supply is to be provided under this document.
- 5.5 Inseego must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 5.3. The recipient can withhold payment of the amount until Inseego provides a tax invoice or an adjustment note, as appropriate.
- 5.6 If an adjustment event arises in respect of a taxable supply made by a supplier under this document, the amount payable by the recipient under clause 5.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.
- 5.7 Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

6. Warranties

- 6.1 Inseego New Zealand Ltd warrants that the Hardware is of merchantable quality and fit for the purpose (if any) outlined in the Specification Document. If Inseego New Zealand Ltd 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), Inseego New Zealand Ltd will at its own expense and in a reasonable time after receiving such notice remedy the defect or error specified in such notice. Further, this warranty will be subject to the Customer complying with its obligations under this document and:
- a) where the replacement Hardware is provided, the replaced Hardware becomes the property of Inseego New Zealand Ltd;
- b) Inseego New Zealand Ltd may replace Hardware with refurbished Hardware;
- c) the replacement of Hardware does not extend the above time limit;
- d) Inseego New Zealand Ltd may claim re-imbursement of its costs if any alleged defective Hardware is found to be free of the alleged defect or error;
- e) Inseego New Zealand Ltd will not be liable to replace consumables (e.g. batteries and cables) or lost parts and accessories;
- f) Inseego New Zealand Ltd will not be obliged to service Hardware outside Australia or New Zealand;
- g) the warranty will not apply to a defect or error in the Hardware resulting from any alteration to the Hardware by any person other than as authorised by Inseego New Zealand Ltd, accident, misuse, fire, liquid spillage, incorrect voltage, tampering, thunderstorm activity or other act of God, computer virus, exposure to corrosion, or entry by vermin, insect or foreign body. Any liability of Inseego New Zealand Ltd for failure to comply with its obligations under this clause will be limited to a sum equal to the Charges already paid by the Customer to Inseego New Zealand Ltd under this document.
- 6.2 In providing the System, Inseego New Zealand Ltd may make recommendations in respect of use of third party services. However, for the avoidance of doubt Inseego New Zealand Ltd will not be responsible for the performance of any Third-Party Service Provider notwithstanding any such recommendations and/or approvals.
7. **Exclusion of Warranties**
- 7.1 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) those which by law cannot lawfully be excluded or modified by agreement.
- 7.2 If Inseego New Zealand Ltd is liable for a breach of a term, condition or warranty described in clause 7.1, Inseego New Zealand Ltd's liability is, to the fullest extent permitted by law, limited to any one or more of the following as reasonably determined by Inseego New Zealand Ltd, namely: replacing or repairing the Hardware, supplying the equivalent Hardware, paying the cost of replacing or repairing the Hardware, or paying the cost of acquiring or licensing the equivalent Hardware.
- 7.3 Inseego New Zealand Ltd may not be able to rely on this clause 7 if it is not fair and reasonable under any law which cannot lawfully be excluded or modified by agreement.

8. Inseego New Zealand Ltd liability

- 8.1 The entire liability of Inseego New Zealand Ltd in respect of loss or damage in connection with its obligations under this document will not exceed the total amount paid by the Customer to Inseego New Zealand Ltd under this document.
- 8.2 Notwithstanding anything else contained in this document Inseego New Zealand Ltd will not be liable to the Customer for loss of profits or contracts or other indirect or consequential loss including out of pocket expenses incurred as a result of the Hardware being inoperable or otherwise unavailable.
- 8.3 Inseego New Zealand Ltd accepts no liability for any damage to the Hardware or loss of data resulting from the Customer having moved or tampered with the Hardware following its installation and/or reinstallation by Inseego New Zealand Ltd.
- 8.4 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.

9. Control Command Centre

- 9.1 The Customer, for the purpose of installing and operating the System, will provide a suitable computer specification as defined in the minimum requirements (if any) notified by Inseego New Zealand Ltd. This computer specification will be maintained in good working order and will be updated as necessary to accommodate any System changes and updates which may be issued by Inseego New Zealand Ltd from time to time. Upgrading of the computer specification may include upgrading all or any of the System's capabilities including storage capacity, processing speed, internal memory, communications and printing facilities.
- 9.2 The Customer will make available a suitably qualified member of its staff to ensure efficient operation of the Control Command Centre and to act as a point of contact for Inseego New Zealand Ltd.

10. Customer Indemnity

- 10.1 The Customer indemnifies Inseego New Zealand Ltd against, and will pay to Inseego New Zealand Ltd the amount of, any liability, loss, cost or expense which Inseego New Zealand Ltd may suffer or incur in relation to:
- (a) the enforcement by Inseego New Zealand Ltd of its rights 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 Hardware;
- (c) any claim made against Inseego New Zealand Ltd in respect of the Hardware, its condition, operation, maintenance or use;
- (d) Inseego New Zealand Ltd having to restore the Hardware to the same operating condition and configuration as originally delivered to the Customer; and
- (e) a breach of this document by the Customer.
- to the extent such liability, loss, cost or expense is caused or contributed to by any willful or negligent act or omission of the Customer, its employees or agents in connection with this document. 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 10 on demand.

11. General

- 11.1 No frustration or indulgence extended by Inseego New Zealand Ltd to the Customer will in any way prejudice or waive Inseego New Zealand Ltd's strict rights under this document.
- 11.2 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 e-mail to the current notice or e-mail address for that party's address as set out in the Order Form or last known to the party sending the notice or demand and of 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.
- 11.3 No servant or agent of Inseego New Zealand Ltd 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 Inseego New Zealand Ltd.
- 11.4 The Customer hereby warrants to Inseego New Zealand Ltd 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 warrants, whether 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.
- 11.5 Nothing in this document will constitute the Customer acting as an agent of Inseego New Zealand Ltd, and the Customer will have no implied authority on behalf of Inseego New Zealand Ltd to do any act, incur any liability or pledge or purport to pledge the credit of Inseego New Zealand Ltd.
- 11.6 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.
- 11.7 The Customer must not assign or encumber any right under this document without the prior written consent of Inseego New Zealand Ltd.
- 11.8 Neither party shall assign or encumber its rights or obligations under this document except with the prior written consent of the other party which shall not be unreasonably withheld.
- 11.9 This document is governed by and is to be construed in accordance with the laws applicable in New South Wales. Inseego New Zealand Ltd and the Customer submit to the non-exclusive jurisdiction of the Courts of that State.
- 11.10 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.
- 11.11 If Inseego New Zealand Ltd 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 Inseego New Zealand Ltd unable to perform that obligation.
- 11.12 No terms or conditions endorsed on, delivered with or contained in the Customer's information and/or documentation will form part of the agreement between Inseego New Zealand Ltd and the Customer.
- 11.13 The Customer acknowledges that the purpose of the System is to provide vehicle tracking information. The Customer accepts responsibility for notifying relevant employees and for the installation and operation of the System and for complying with applicable privacy, data protection and human rights regulations.
- 11.14 The parties will comply with all statutory requirements from time to time in force in relation to the operation of this document.
- 11.15 If Inseego does not receive written notice advising cancellation of the service 30 days prior to the contract termination date, then the contract will continue at the prevailing rate on a month to month arrangement.

12. Provisions applicable only to Inseego System

- Where this document relates to Inseego System:
- (a) the Customer acknowledges that the performance of the System is dependent upon its Hardware, Software and networks operating properly and if Inseego New Zealand Ltd incurs reasonable costs in relation to the Customer's failure to ensure that this happens, Inseego New Zealand Ltd will be entitled to invoice, and recover such invoiced costs from the Customer.
- (b) the Customer acknowledges that the System relies on third party networks and technologies that may require a SIM card in each DCU and internet connectivity for the System to function. The Customer will enter into, and duly and punctually perform its obligations under separate agreements with a Third-Party Service Provider in respect of such internet and Wireless Services. The Customer will be liable for all costs under such agreements.
- (c) the Customer undertakes that it will not use the Wireless Services or internet services for an improper, immoral or unlawful purpose and further will not do anything that in Inseego New Zealand Ltd's or the Third-Party Service Provider's reasonable opinion could damage or impair any third-party network or system.
- (d) the Customer acknowledges its awareness of digital and wireless networks, their characteristics and their limits. It particularly acknowledges:
- (i) the Site is publicly available, and contents can be reproduced, copied, represented and more generally circulated without any geographic limit, as they are accessible to any user of the network wherever it may be;
- (ii) data circulating on the Internet is not protected against possible diversion and therefore generally any information of a sensitive nature will be communicated by the Customer at its own risk; and
- (iii) the Site, despite the security measures taken by Inseego New Zealand Ltd, can be interfered with by unauthorised third parties and consequently may be corrupted.
- Notwithstanding this acknowledgment nothing in this clause will derogate from Inseego New Zealand Ltd obligations under this Agreement to take such reasonable security measures with regard to the Site as meets current industry practice from time to time.
- (e) the Customer will ensure that during the Term:
- (i) it provides SIM cards for each DCU or appropriate registered GPRS, 3GTM, 4GTM or 5GTM devices and maintains the Wireless Services;
- (ii) it provides an ADSL internet connection and maintains internet connectivity;
- (iii) its computer network and computers (if any) are capable of securely accessing the Application (and it will use its best endeavours to maintain the security and integrity of the Application);
- (iv) the information provided by the Customer for the proper performance of the System is correct and up to date at all times.
- (f) the Customer will be responsible for all reasonable data charges and Wireless Service Charges incurred by the Customer relating to maintenance and servicing of the System. The Customer must notify Inseego New Zealand Ltd of any cancellations to scheduled on site visits at least 24 hours in advance otherwise Inseego New Zealand Ltd reserves the right to invoice the Customer a site visit fee as per its Standard Charges.
- (g) Inseego New Zealand Ltd may where reasonable, from time to time and without notice, suspend or disconnect the Inseego System if the Customer breaches the terms of this document or of the Software License Agreement. To allow Inseego New Zealand Ltd to carry out these services diligently and in a workmanlike manner the Customer agrees that it will promptly comply with any reasonable requests made by Inseego New Zealand Ltd.
- (h) Inseego New Zealand Ltd expects to meet an Application availability percentage target for the Services of 99.0% of the available service time (except for weekends, public holidays and planned maintenance) ("Application Availability Target"), calculated over a sliding 90-day average and excludes failures outside of Inseego New Zealand Ltd's control, e.g. network failures, carrier failures and Events of Force Majeure. Inseego New Zealand Ltd will inform the Customer of downtime such as scheduled planned maintenance in advance.
- (i) Inseego New Zealand Ltd will carry out all planned maintenance at times that will cause least disruption to the Customer. In most instances, this maintenance has no effect on Application Availability. However, if planned maintenance will potentially cause outages, the Customer will be notified in advance. Except in the case of an emergency, Inseego New Zealand Ltd will provide at least 2 days notification of maintenance that will potentially cause service outages. Service levels will be suspended for the duration of any notified planned maintenance.
- (j) emergency maintenance to a Inseego New Zealand Ltd hosted application will only ever be necessary to counter immediate security threats or to resolve occurring or imminent system failures.

13. Return of Rental Equipment

- 13.1 In the event of the expiration of the Term or the earlier termination of this Agreement you will at your expense (including transport) deliver up the equipment in good working order and condition (fair wear and tear excepted) to such place as we may reasonably direct in writing, including but not limited to our office or representative that we nominate. Alternatively, you will make the equipment available (in good working order and condition, fair wear and tear excepted) for collection by such person as we may nominate.

Software License Agreement – Inseego New Zealand

Last updated: July 2022

Important. This Software License Agreement is a legally binding agreement between the Customer and Inseego, 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 Inseego from time to time).

1. Definitions and Interpretation

1.1 In this document:

“**Inseego**” means Inseego New Zealand Ltd NZBN 9429 036 794 508.

“**Control Command Centre**” means the computer, other hardware and associated software installed by Inseego 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 Inseego 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 Inseego 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 Inseego.

“**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 Inseego'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 Inseego.

“**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 Inseego relating to the Software (as amended by Inseego 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 Inseego 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 Inseego by a third party.

“**Third Party Service Provider**” means any third party approved by Inseego 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:

- headings do not affect the interpretation of this document;
- words importing the singular include the plural and vice versa;
- a reference to “\$” is a reference to New Zealand currency;
- a reference to “including” means including, without limitation; and
- a reference to Inseego or the Customer includes its legal personal representatives, successors and assigns.

2. Condition Precedent

2.1 The obligations of Inseego and the Customer under this document are subject to Inseego 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, Inseego must notify the Customer of the Date of Rental Approval.

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

- extend this period of time 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 Inseego; or
- terminate this document.

3. License to use the Software

In consideration of the payment by the Customer to Inseego of the License Fees (as prospectively varied from time to time by notice in writing from Inseego to the Customer) annually in advance, Inseego 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 Inseego and the Customer (in the case of) Inseego will remotely connect to the Customer's designated server(s) and deployed the Soft are. For hosted option: The Customer will either access the Inseego website and click on the Inseego installation application link to perform the necessary installation procedures or access the browser-based application via the Inseego 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, Inseego may charge an additional fee to recover the reasonable costs incurred by Inseego 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 Inseego. 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 Inseego 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. Inseego reserves the right not to install the Software where the computer designated for use by the Customer is, in the reasonable opinion of Inseego, not adequate to operate the Software having regard to the matters referred 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 back up or archival purposes. Unless otherwise agreed in writing between Inseego 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, Inseego will make that information readily available to the Customer. Inseego 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 Inseego 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 Inseego the Intellectual Property Rights in and to the Software and the Third-Party Data are the property of Inseego 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 Inseego in writing and Inseego 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 Inseego the Customer will not use Third Party Data:

- 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
- 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 Inseego agrees to provide to the Customer any enhancement and/or update to the Software when it is available for release by Inseego (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 Inseego 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 Inseego will belong to Inseego, although such work will be paid for by and licensed to the Customer under a separate license agreement as agreed between Inseego and the Customer.

7. Ownership of Data

All data produced by the Use of the Software will, as between the Customer and Inseego, be the property of the Customer. The Customer hereby grants Inseego 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 Inseego 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:

- Inseego 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
- Inseego 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 Inseego 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 Inseego may terminate this document by giving written notice to this effect to the Customer if:

- any sum payable by the Customer to Inseego under this document is not received by Inseego within 14 days of the due date for such payment;
- the Customer breaches any of its other obligations under this document;
- 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;
- an event occurs which constitutes an event of default of the Hardware Rental Agreement;
- the Hardware Rental Agreement is terminated by the Rental Company for breach by the Customer; or
- an application or an order is made for 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 Inseego the Software (including any Third-Party Data) and all copies thereof or, at Inseego's request, destroy the same and certify to Inseego that this has been done.

9.4 All rights of Inseego 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 Inseego'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:

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

- already in the public domain at the date of disclosure to the Recipient;
- which comes into the public domain after the date of disclosure other than through a breach of the terms of this document;
- which at the date of this documents known to the Recipient without any obligation of confidentiality; or
- 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 Inseego, then Inseego 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, condition s 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 Inseego incurs any costs because this does not happen, Inseego will be entitled to invoice the Customer for such costs.

11.2 Inseego 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 Inseego warrants that the Software is of satisfactory quality and is reasonably fit for the purpose outlined in the Specification Document (if applicable). If Inseego 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), Inseego 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 Inseego. Any liability of Inseego 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 Inseego under this document. In providing the System, Inseego may make recommendations in respect of use of third-party services. However, for the avoidance of doubt Inseego 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:

- the Customer has satisfied itself in relation to the element for all purposes;
- the Customer has not made known to Inseego any particular purpose for which the element is required except as set out in the Specification Document (if applicable);
- Inseego 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;
- the Third-Party Data is provided to the Customer “as is” and the Customer uses it at its own risk. Inseego 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:

- it has the capacity to sue and be sued in its own name and to own its property;
- this document is enforceable against the Customer in accordance with these terms and is not void or voidable;
- the Customer has capacity and power unconditionally to execute and deliver and comply with its obligations under this document;
- 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;
- the unconditional execution and delivery of and compliance with its obligations by the Customer under this document does not contravene:
 - any law or directive from a government body;
 - the Constitution of the Customer;
 - any agreement or instrument to which the Customer is a party; or
 - any obligation of the Customer to any other person;
- except as notified to Inseego 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;
- except as notified to Inseego in writing prior to the date of this document, the Customer does not enter into this document as trustee of any trust; and
- each obligation of the Customer under this document ranks at least pari passu with all unsecured and unsubordinated obligations of the Customer except obligations mandated 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 Inseego is liable for a breach of a term, condition or warranty described in clause 12.1, Inseego's liability is, to the fullest extent permitted by law, limited to any one or more of the following as reasonably determined by Inseego:

- 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 Inseego 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. Inseego Liability

13.1 Inseego 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 Inseego 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 Inseego 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 Inseego 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 Inseego under this document.

13.5 Notwithstanding anything else contained in this document Inseego 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, corruption or destruction of the Customer's data.

13.6 For the avoidance of doubt, Inseego 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 Inseego 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 Inseego's Internet service provider repeatedly resending the Customer data for which Inseego may charge additional fees. Inseego is not responsible for any loss suffered or incurred by the Customer as a result of such congestion (including such additional fees).

13.9 Inseego 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 Inseego.

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.

14. Customer Indemnity

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

- a) the enforcement of a right by Inseego 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 Inseego 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) Inseego 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. Inseego Indemnity

Inseego 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. Inseego will have the right to replace or change all or any part of the Software at Inseego's expense in order to avoid or mitigate the effect of any infringement. If in Inseego's reasonable opinion it is necessary to terminate this document to avoid or mitigate the effect of any infringement or threatened infringement then Inseego 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 Inseego in meeting its audit and regulatory requirements and those of its licensors by providing access during regular business hours for Inseego and or its external auditors to conduct appropriate reviews and inspections of the Customers records and activities for the purpose of audit.

16.3 If any such audit discloses a shortfall in payment to Inseego of more than 10% per annum the Customer agrees to reimburse Inseego for the expenses of such audit. The Customer agrees to cure any shortfall within 30 days and pay Inseego 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 Inseego may extend or may at any time have extended to the Customer will in any way prejudice or act as a waiver of Inseego'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 Inseego 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 Inseego.

17.4 The Customer hereby warrants to Inseego 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 Inseego, and the Customer will have no implied authority on behalf of Inseego to do any act, incur any liability or pledge or purport to pledge the credit of Inseego.

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 Inseego.

17.8 Inseego 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 New Zealand. Inseego and the Customer submit to the non-exclusive jurisdiction of the Courts of New Zealand.

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 Inseego 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 Inseego 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.