

VIVA ENTERPRISE FLEET MANAGEMENT SERVICES AGREEMENT

The Terms & Conditions shown below (hereinafter referred to as the "Agreement"), the Enterprise Mobile Master Service Agreement (hereinafter referred to as "MSA"), the Service Order Form for the Fleet Management Services and any Information that We provide You will form the Agreement between Us and You that will govern the provision of the Fleet Management Services herein.

1. Installation and Service Activation

- 1.1. We will agree with You on a time and location for the installation of the Service on Your Vehicles.
- 1.2. You must ensure that the System is installed, modified and/or removed only by Our Technician.
- 1.3. You must comply with the following important conditions when using the Services, or else We cannot necessarily, or We may refuse to, provide the Services until You comply with these conditions:
 - 1.3.1. only use the Services as instructed by Us in our User Guide or in other reasonable instructions that We give to You from time to time. You must not tamper with the Device and System under any circumstances.
 - 1.3.2. provide all proofs of identity and other information that We require and co-operate with Us in Our security requirements and/or any other checks;
 - 1.3.3. do not use the Services for any fraudulent or unlawful purposes, or otherwise than for the purposes contemplated in the User Guide; and
 - 1.3.4. comply with all applicable traffic laws and regulations and good driving practice when accessing the Services from Your Vehicle.
- 1.4. For each Service You subscribe to, the Activation Date is the later of:
 - 1.4.1. Within 24 to 48 hours before the date of the installation of the System stated in the respective Service Order Form;
 - 1.4.2. the date of which We have completed installation of the System and/or You start using the Service on the embedded SIM Card;
 - 1.4.3. the date of which We have completed installation of the Device on the Vehicle;
 - 1.4.4. the date on which You pick up Your Vehicle from the agreed location as per clause 1.1 after We confirm the installation of the Service on it.

2. Term and Services

- 2.1. The Agreement will be valid for the Commitment Period identified in the Service Order Form.
- 2.2. We will provide You with the Services during the Commitment Period, and We may agree on further renewal periods in which We will provide the Services and in respect of which You will pay the relevant Charges.
- 2.3. If You sell Your Vehicle with the Service already installed on it, You must immediately notify Us of Your termination of the Service installed on the sold Vehicle prior to selling it. The Services are not transferable. The new owner must subscribe to the Service to enable Us to provide the Services directly to him. Once We know that You are no longer the owner of the Vehicle in which the Service is installed, We will immediately suspend the Service and You shall be liable to pay any outstanding Charges owed to Us for the use of the Service.
- 2.4. Transfer of the Service from a subscribed Vehicle as per the Service Order Form to another shall be conducted by Our Technician after You send Us a new Service Order Form for the transfer of the Service to another Vehicle. If You request to transfer the Service from one Vehicle to another then this Agreement is automatically transferred to the new Vehicle for the remainder of the Commitment Period, subject to Our related processes and business rules.

3. The Service Warranty

- 3.1. Where You use the Service for the purpose that We supplied it to You (mainly the use of the Services in accordance with this Agreement and the User Guide); and the Device or/and the System is proven by Us to be defective within the Warranty Period, other than due to Your act or omission, then We will arrange a Service Call to repair or replace Your defected Device, or make good the installation of the Device and/or System free of charge.
- 3.2. You must not tamper with the Service provided to You in any way or transfer the Service between Vehicles using an unauthorized technician or the warranty of the Device and/or System will be invalidated. We will disconnect Your Service if We reasonably believe You or any other unauthorized third party has tampered with the Service and charge You for any remedial work required on the Service before reconnection.
- 3.3. You may request a Service Call to repair Your Service, during the Warranty Period, after the expiry of the Warranty Period or to transfer Your Service to a new vehicle at any time, although We may charge You for this service for parts and labour.
- 3.4. If We inform You that there is a fault with Your Service, You must consent to a Service Call as soon as possible and within a reasonable period of time or arrange an inspection at Your location where Our Service on Your Vehicles is located.
- 3.5. If Your Vehicle is involved in an accident, Your Vehicle battery has been disconnected for any reason (for example bodywork repair or paint re-spray) or if Your Vehicle has been parked unused for more than 3 months, then You must contact Us so We can test whether the Service is working efficiently.
- 3.6. You must ensure that You advise any third party who services Your Vehicle that the Device is fitted on it to prevent inadvertent disconnection of any component parts of the Service.
- 3.7. If You entered into this Agreement or use the Services in connection with Your work or Your business then the warranty set out in clause 3.1 is the only warranty that We give You in relation to the Service.
- 3.8. The only Services that We offer to You are those described in Our User Guide.
- 3.9. The Services may occasionally require upgrading, modification or other works making them temporarily unavailable. We will try to keep such interruption to a minimum.
- 3.10. Where We reasonably determine that it would be necessary or advantageous for the purposes of law enforcement, or to prevent the commission of an offence of any description, We reserve the right to refuse to provide You with data that We hold about the location or movements of Your Vehicle.

4. Additional provisions relating to the Services

- 4.1. We aim to make all Services available to You at all times.
- 4.2. You understand that the Service under this Agreement is bundled with Our telecommunications services which are subject to the terms and conditions of the MSA.
- 4.3. Where GSM coverage exists, We will endeavour to detect Your Vehicle and where necessary in the Territory only, subject to the local law enforcement.
- 4.4. You must provide Us with Your up to date contact details at all times. If You do not provide Us with Your valid contact details, We cannot provide the Services to You.
- 4.5. We do not warrant that the Services will lead to the location of Your stolen Vehicle. We may not be able to locate Your Vehicle if the Service has been damaged or tampered with in anyway, or is in a tunnel, container, or underground enclosure, or if the Service has been disabled or for other reasons beyond Our reasonable control.
- 4.6. Whilst We will assist the law enforcement agency in any investigation, We exclude any liability for any loss caused to You by any third parties, including the law enforcement agency, in such investigation.
- 4.7. You will be liable directly to the law enforcement agency for any Charges You incur, such as recovery and storage charges, as a result of any attempt by the law enforcement agency to recover Your stolen Vehicle.
- 4.8. You hereby authorise Us to pass on to the law enforcement agency any information that they require or request from Us in order to assist with their investigations and any subsequent prosecution.

5. False Alarms

- 5.1. Where Applicable, We reserve the right to terminate Your Agreement or to charge You for False Alarms if an excessive number of False Alarms occur. For these purposes, "excessive" means, in any 12 month period, 5 or more False Alarms that are not caused by Us or by any circumstances beyond Your reasonable control.
- 5.2. You should contact Us before leaving Your Vehicle with Us for service or repairs in order to reduce the possibility of excessive False Alarms being sent from the Vehicle.

6. Payment

- 6.1. We will charge, and You will pay Us, the Charges for all Services in accordance with the MSA and the Service Order Form.
- 6.2. If Services are suspended or cancelled in accordance with the MSA but payment is subsequently received, certain Charge may apply for reactivating the Services.
- 6.3. If Your Vehicle driver recognition cards need replacing additional Charges may apply per card as per our business rules. You will be responsible for paying all Charges whether or not they have been incurred by You personally.

7. Limitations and Exclusions of Liability

- 7.1. In the event that the Vehicle in respect of which the Services are provided is stolen and / or not recovered following being stolen, for whatever reason, We are not liable for any costs associated with its recovery, repair or replacement.
- 7.2. We shall not be liable for any breach of this Agreement directly or indirectly caused by circumstances beyond Our reasonable control and which prevents Us from performing Our obligations to You. Such circumstances include (but are not limited to) the removal of the Service and/or any of its associated components, electromagnetic interference, the Vehicle being in a covered area, atmospheric conditions that may affect the quality of availability of the GPS and/or GSM services or the failure of GSM and/or GPS third parties (on whom We rely on) in the provision of the Services.
- 7.3. A lack of Your funds shall not be regarded as a circumstance beyond Your reasonable control.
- 7.4. You must:
 - 7.4.1. always keep Your Vehicle driver card separately from the Vehicle keys; and
 - 7.4.2. not leave Your Vehicle driver card in Your vehicle, and if, and to the extent that, Your failure to comply with clause 7.4 affects Our ability to provide You with the Services, We shall have no liability or responsibility for such failure.
- 7.5. You acknowledge that the activation of the Service does not in any way mitigate Your duty to obtain adequate insurance for the Vehicle.

8. Privacy and Data Protection

- 8.1. We take Your privacy and data protection very seriously. Please consult our Privacy Policy which can be found on our Website and which forms part of this Agreement.

9. Termination

- 9.1. After Commitment Period ends We will continue to supply You with the Services on monthly basis so long as You continue to pay the Charges as and when they are due until this Agreement is terminated in any of the ways described in the MSA or this Agreement, at which time We will disconnect the Service.
- 9.2. If You cancel any agreed Service within two (2) working days before the date agreed for Service installation, then no termination Charges will apply and We may only charge You a cancellation fee.
- 9.3. You may terminate this Agreement at any time by giving Us written notice, provided that We have received all Charges for the remainder of the Commitment Period and other sums due under this Agreement. You are not entitled to recover any proportion of the Charges or other sums You have paid in advance.
- 9.4. Notwithstanding the terms of the MSA, We may terminate this Agreement immediately if:
 - 9.4.1. You fail to settle Your outstanding amounts or pay the Charges by the due date;
 - 9.4.2. We reasonably believe You have supplied Us with false or misleading information;
 - 9.4.3. if You behave in a threatening or abusive manner to Our staff.

10. Miscellaneous Terms

- 10.1. This Agreement, the Service Order Form and the MSA constitute the entire Agreement between Us and You relating to the Services.
- 10.2. In case of contradiction between the terms of the MSA and this Agreement, this Agreement terms shall prevail.
- 10.3. This Agreement is personal to You. Unless otherwise provided in this Agreement, You may not assign or transfer this Agreement to any other person without Our express written consent.
- 10.4. Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.
- 10.5. You acknowledge that for security reasons, telephone calls with any of Our personnel may be recorded. You hereby consent to the recording of such calls and agree that such recordings may be used and supplied to the law enforcement agency for the sole purpose of the prevention and detection of crime.
- 10.6. You acknowledge that Our Technicians and/or authorized personnel can track Your Vehicle(s) for test purposes.

11. Definitions

Any capitalized phrase or word mentioned in this Agreement and not defined below is defined in the MSA, capitalized words and phrases in this Agreement shall have the following meanings:

- 11.1. Activation Date: means the date identified in the Service Order Form by which You will start using the Service.
- 11.2. Application: means a software application provided to You to access the locations of the Vehicles through the Device System.
- 11.3. Device: means a GPS tracking hardware including its service manual manifest and warranty certificate.
- 11.4. False Alarms: means the alert sent to the System when the Device has little or no GSM/GPS coverage and may provide incorrect location credentials, trigger false notification or prevent updates from being sent to the System.
- 11.5. Service: means the installation and activation of the Device and System on Your Vehicle along with other affiliated services We provide You with to access the Application and Portal to track Your Vehicles locations within the Territory.
- 11.6. Service Call: means a call made by You to Our contact centre requesting the Technician to visit Your location for the inspection, repair and/or maintenance You request for the Service.
- 11.7. System: means the software components imbedded and integrated within the Device and Your internal systems which allows You to track the location of Your Vehicle(s) within the Territory. This system shall be made available to You along with its warranty and service manifest.
- 11.8. Technician: means Our professional personnel responsible for inspection, repair and troubleshooting of the Device and/or the System.
- 11.9. Portal: means a URL link by which You will access the locations of the Vehicles through the Device System.
- 11.10. Warranty Period: means the period granted in the warranty certificate of the Device and/or the System.
- 11.11. Vehicle: means the car details described in the Service Order Form of which You desire to install the Services onto it.

Name:

Signature:

