

ATILZE FLEET SERVICE SCHEDULE

20191008

This Atilze Fleet Service Schedule is incorporated and forms part of the Atilze Telematics General Terms and Conditions.

The following terms and conditions apply to the subscription of Atilze Fleet Service.

Unless expressly defined in this Schedule, all capitalized words will have the same meaning ascribed in Atilze Telematics General Terms and Conditions.

1. Term

1.1 The Agreement shall come into force on the Effective Date, and shall continue to be in force until terminated by either Party in accordance with the provision of this Agreement.

2. Minimum Contract Period

2.1 Clause 2 applies to Customer who rents Product from Atilze and is not applicable to Customer who purchase the Product from Atilze.

2.2 Atilze Fleet Service comes with Minimum Contract Period as set out in an Order Form. The Minimum Contract Period will commence on the Commencement Date and shall thereafter be automatically renewed or extended for successive term of twelve (12) months each, at the prevailing charges and rates imposed by Atilze, unless terminated by either Party in accordance with the Agreement.

2.3 In the event Customer shall unilaterally terminate Atilze Fleet Service after the Effective Date but prior to the Commencement Date, Customer shall be liable to pay all costs and charges incurred by Atilze.

2.4 In the event Customer shall unilaterally terminate Atilze Fleet Service, during but prior to the expiry of the Minimum Contract Period, Customer shall be liable to pay Atilze the Subscription Fee for the remainder of the Minimum

Contract Period within twenty-one (21) days from the date of termination, as agreed liquidated damages.

3. Non-Fixed Length Agreement

3.1 Clause 3 applies to Customer who purchase the Product from Atilze and is not applicable to Customer who rents Product from Atilze.

3.2 The subscription of Atilze Fleet Service is a Non-Fixed Length agreement. Atilze Fleet Service shall commence on the Commencement Date for an initial period of twelve (12) months and shall thereafter be automatically renewed or extended for successive term of twelve (12) months each, at the prevailing charges and rates imposed by Atilze, unless terminated by either Party in accordance with the provision of this Schedule.

3.3 In the event Customer shall unilaterally terminate Atilze Fleet Service after the Effective Date but prior to the Commencement Date, Customer shall be liable to pay all costs and charges incurred by Atilze.

3.4 Customer may terminate Atilze Fleet Service, at any time, by giving sixty (60) days' notice to Atilze.

4. Atilze Fleet Service

4.1 Atilze grants a non-exclusive and non-transferable rights, during the Term, to use Atilze Fleet Service for tracking and tracing the Vehicle for reporting, planning and messaging purposes in the Territory.

4.2 Customer can only use Atilze Fleet Service in the Territory unless Customer subscribes for international roaming services via an Order Form. Without international roaming services,

Customer's Vehicle cannot be tracked s should Customer take the Vehicle out of the Territory.

4.3 Customer agrees that this Agreement is personal to Customer and that neither the Agreement nor any of Customer's rights under it may be transferred or assigned to another party without Atilze's express written consent. In such circumstances, the party to whom Customer wishes to transfer the Product and/or Atilze Fleet Service subscription will be required to sign a separate agreement with Atilze before the transfer of the Product and/or Atilze Fleet Service and subscription can take effect. If for any reason Customer wants to physically transfer a Product from one Vehicle to a different vehicle owned by Customer, Atilze will have a qualified technician assess whether the vehicle the Customer wishes to transfer the Product to is compatible with the Product and, if it is compatible, effect the transfer. We reserve the right to charge a transfer fee for such Product transfers. The transfer of Product between different vehicles owned by Customer will not affect the status of the subscriptions for those Product.

4.4 Atilze Fleet Service is regularly updated to improve functionality and introduce new features. Accordingly, we reserve the right to change, alter or modify Atilze Fleet Service at any time.

4.5 Customer shall retain ownership of all right, title and interest in and to User Data. Customer hereby grants Atilze a worldwide, royalty-free, fully paid, transferable, assignable, sub-licensable (through multiple tiers), perpetual licence to collect, analyse, use, and otherwise exercise control over any and all User Data, including the right to share User Data with its Affiliate, partners, service providers, and/or third party authorised by Atilze. We have no obligation under this Agreement to provide Customer with any data collected except through Atilze Atilze Platform.

5. Installation & Acceptance of Atilze Fleet Service

5.1 Atilze will only install the Product on the Vehicle.

5.2 Parties will co-operate with each other to agree on the date and time for installation. Standard installation for one vehicle will take about 4 hours.

5.3 Customer's driver must be present to conduct the drive test.

5.4 Upon installation, Customer is required to sign and return the Installation Certificate within three (3) days of its receipt thereof and Atilze Fleet Service shall commence on the Commencement Date. If Customer shall fail to execute and return the Installation Certificate, Customer shall be deemed to have accepted Atilze Fleet Service and it shall commence on the day following the expiry of the third (3rd) day period.

6. Username and Password

6.1 Customer is responsible for maintaining the confidentiality of its username and password. Atilze is not liable and responsible for any unauthorized access to Atilze Platform.

7. Communication Services

7.1 The Communication Services is provided by third party telecommunication service provider. Customer acknowledges and agrees that Atilze cannot warrant: -

- (a) that the Communication Services will be available on a continuous basis;
- (b) that the Communication Services will be available in all location; and/or
- (c) the speed at which the User Data will be transmitted.

8. SIM CARD

8.1 The Sim Card and all the intellectual property rights, technology, software in the SIM Card, and documentation relating to belong to Atilze or it is the property of its applicable licensor. Atilze merely grants Customer a revocable,

conditional, non-exclusive, non-assignable, non-sub-licensable licence to use the SIM Card in accordance with the Agreement. Risk of the SIM Card shall pass to Customer upon delivery to the Customer.

8.2 Customer agrees not to interfere or impair the operation of the SIM Card and Customer will not in any event or circumstances duplicate the identity of the SIM Card including for the purpose of back-up.

8.3 Atilze may request Customer to return the SIM Card to Atilze at any time, upon termination of the Agreement, or when Atilze issue Customer with a replacement for faulty SIM Card. Atilze will impose a fee if Customer fails to return the SIM Card to Atilze upon Atilze's request.

8.4 Each SIM Card will have a SIM Number. The SIM Number belongs to the network provider and they reserve all rights attached to the SIM Number. The network provider has an absolute discretion to reject and reclaim the SIM Number, at any material time, without liability, even if they do not provide Customer or Atilze with reason.

9. Maintenance

9.1 Customer acknowledges and agrees that Atilze can carry out maintenance work from time to time and as and when necessary.

- (a) **Scheduled Maintenance:** Scheduled Maintenance is work that are planned and programmed or scheduled. We will provide seven (7) days' notice prior to such maintenance to Customer.
- (b) **Emergency Maintenance:** Customer understand and agrees that Emergency Maintenance will be carried out by us in the event of threats to the operational environment, service degradation or events beyond our control. If the circumstances permit, we will provide Customer a one (1) day's notification prior to such Emergency Maintenance.

10. Charges and Payment Term

10.1 In the event Customer is required to pay certain sum set out in the Order Form by way of deposit and as security for the due observance and performance by Customer of the provisions contained hereunder ("Deposit"), such Deposit shall be maintained during the Term and shall not without our prior written consent be deemed to be or treated as payment of any charges.

10.2 Subject to the due observance and performance by Customer of the provisions of the Agreement, upon termination of Atilze Fleet Service, Atilze will refund and pay to Customer the Deposit, within thirty (30) days from the date of termination.

10.3 Payment of Atilze Fleet Service subscription fee must be paid by Customer to Atilze either monthly, quarterly or yearly in advance: -

- (a) if the subscription fee is payable on a monthly basis, Atilze will bill Customer monthly in advance and Customer shall pay the subscription fee monthly in advance on or before 7th of each month; or
- (b) if the subscription fee is payable on a quarterly or yearly basis, Customer must pay the amount set out in the invoice within fourteen (14) days from the date of receipt of the invoice.

10.4 In the event certain charges are required to be paid in advance prior to any delivery and/or installation of any Product, Customer must pay such charges in full otherwise Atilze shall have no obligation to deliver the Product, install such Product and/or to provide Atilze Fleet Service.

11. Disclaimer of Warranties

11.1 Atilze Fleet Service is provided on an 'as is' basis, with all faults. Customer assume all risks and liability arising from or relating to its use of and reliance upon Atilze Fleet Service. Atilze does not make any representation or warranty of any kind, whether oral or written, whether express or implied, or arising by law, custom, course of

dealing, course of trade, with respect to the quality, performance, non-infringement, commercial utility, merchantability or fitness of any Atilze Fleet Service for a particular purpose.

11.2 Atilze shall not be liable for loss of data, loss of User Data, or inability to access to Atilze Platform.

11.3 Atilze exclude liabilities under this Clause.

12. Suspension of Atilze Fleet Services

12.1 Atilze reserves the right to suspend the provision of any or all of the Atilze Fleet Service, at any time, with or without notice, at its sole discretion, without liability: -

- (a) pending full payment of any charges by Customer to Atilze;
- (b) if Customer breach any terms and conditions of this Agreement;
- (c) doing so is necessary to allow Atilze or a supplier to repair, maintain or service any part of the Atilze Fleet Service, or a supplier's network used to supply Atilze Fleet Service;
- (d) Atilze is required to suspend to comply with any Law, and/or any notice issued by the Appropriate Authority;
- (e) to protect Atilze's legitimate interest;
- (f) an event of Force Majeure;
- (g) Customer commits an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be, and we reasonably believe we are unlikely to receive payment for amounts due, and/or
- (h) for any other reasons Atilze deems fit.

13. Termination by Atilze

13.1 Atilze may terminate Atilze Fleet Service, at any time, by giving sixty (60) days' notice to the Customer.

13.2 Atilze will have the right to forthwith terminate Atilze Fleet Service and/or the Agreement if: -

- (a) Customer breaches any terms or conditions of the Agreement and fails to rectify and remedy such breach within fourteen (14) days from the date of its receipt of a written notice requiring it so to do;
- (b) Customer shall commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be;
- (c) Customer shall make any arrangement for the benefit of or enter into any arrangement or composition agreement with its creditors; Customer shall permit or suffer any execution proceedings levied on any of its properties, premises, goods, fixtures, fittings, equipment, chattels and effects;
- (d) an event of Force Majeure;
- (e) Atilze Fleet Service is suspended under Clause 13 for more than fourteen (14) days;
- (f) change of the Law; or
- (g) breach of Atilze's policy.

14. Effect of Termination

14.1 Upon the termination of Atilze Fleet Service or Atilze Telematics General Terms and Conditions: -

- (a) Atilze will forthwith cease to supply Atilze Fleet Service;
- (b) Customer shall forthwith pay all outstanding charges to Atilze; and
- (c) termination of Atilze Fleet Service will not relieve Customer from any claims that Atilze may have against Customer under the Agreement before Atilze Fleet Service is terminated.

14.2 Where Customer rents the Product from us, Customer must allow Atilze to de-install and remove the Product from the Vehicle within seven (7) days from Atilze Fleet Service ceased. In the event Customer refuse to, or fails to return the Products to Atilze, Customer shall pay for the full replacement value of the Product.

14.3 Clauses 8, 11, 13, 14 and clauses which by their nature would survive the termination of the Atilze Fleet Service or Agreement shall so survive.

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