

Terms and Conditions for the Supply of Equipment and / or Services

1. INTERPRETATION

1.1 **Definitions.** In these conditions, the following definitions apply:

Agreement: the Inseego agreement, which includes the Information Schedule and these conditions.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges for the Equipment and/ or Services as set out in the Agreement.

Commencement Date: the date the Agreement is signed by both parties.

Contract: the contract between Inseego and the Customer for the sale and purchase of the Equipment and/ or the supply of Services in accordance with these conditions.

Inseego: Inseego Ireland Ltd registered in Ireland with company number 487125 whose registered office is at Century House, Harold's Cross, Dublin, 6W D6WP993

Inseego Materials: means all materials, equipment, documents and other property belonging to Inseego but not the Equipment.

Customer: means the person or firm detailed in the Agreement.

Data Protection Legislation: means, as binding on either party or the Services: the Data Protection Acts 1988 to 2018, Regulation 2016/679 and Directive 2002/58 all as amended, modified, consolidated, transposed or re-enacted from time to time "applicable Data Protection Legislation".

Data Controller: the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with Data Protection Legislation.

Delivery Option: the option for delivery and/installation set out in the Information Schedule.

Equipment: the Equipment (or any part of it) supplied by Inseego to the Customer as set out in the Information Schedule and/or specification.

Force Majeure Event: an event beyond the reasonable control of the parties including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, telecommunications failures (including problems with internet transmission) fire, flood, storm or default of suppliers or subcontractors.

Information Schedule: the information schedule at the front of the Agreement, which is signed by the parties.

Initial Term: the minimum amount of time for which the Services will be provided, as set out in the Information Schedule.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Review Date: the date falling on the expiry of the Initial Term and then annually thereafter.

RPIX: means the value of the underlying average of the annual rate of the Retail Price Index published monthly by the Office for National Statistics (excluding mortgages).

Personal Data: any information that can identify an individual (directly or indirectly) from that data alone or in combination with other identifiers. Identifiers can include an identification name, location data or online identification of one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual. Personal Data excludes anonymous data or data that has had the identity of an individual permanently removed.

Services: the services supplied by Inseego to the Customer as set out in the Information Schedule and/or Specification.

Specification: any description or specification of the Equipment and/or Services, including any related plans and drawings, that is agreed in writing by the Customer and Inseego.

Warranty Period: the period of time that the Equipment will be under warranty as set out in the Information Schedule.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors or permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. BASIS OF CONTRACT

2.1 By completing and signing the Agreement, the Customer is offering to purchase the Equipment and/ or Services in accordance with these conditions.

2.2 When Inseego signs the Agreement it shall be deemed to have accepted the Customer's offer and the Contract shall start on the Commencement Date.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Inseego which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter, or advertising produced by Inseego and any descriptions or illustrations contained in Inseego's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment and/ or Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 If the Customer is purchasing a vehicle immobilisation solution from Inseego, then Addendum 1 (Additional Terms and Conditions relating to Vehicle Immobilisation) will apply in addition to these conditions. If and to the extent that there is any conflict between Addendum 1 and these conditions, Addendum 1 shall prevail.

2.7 If the Customer is purchasing Connected Camera equipment or services from Inseego, then Addendum 2 (Additional Terms and Conditions relating to Inseego Connected Camera Solution) will apply in addition to these conditions. If and to the extent that there is any conflict between Addendum 2, Addendum 1 and these conditions, Addendum 2 shall prevail over Addendum 1 and these conditions.

3. EQUIPMENT AND SERVICES

Equipment

- 3.1 The Equipment is described in the Specification.
- 3.2 Inseego reserves the right to amend the specification of the Equipment as required by any applicable statutory or regulatory requirements or for technical reasons to ensure functionality of the Equipment is not impaired.
- 3.3 In the case of an OBD self-install device it is the Customer's responsibility to ensure that the OBD device can be satisfactorily and safely installed into a suitable OBD connection within their vehicles. Inseego provides a specification of the device on its webportal.
- 3.4 Should the Customer be unable to connect the OBD device to their vehicle then Inseego may be able to supply a hard-wired telematics device as a replacement and in such cases the Customer will be invoiced for the additional cost of the hard-wired device plus the cost of installation.

Services

- 3.5 Inseego shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.6 Inseego shall (where applicable) use reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.7 Inseego shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Inseego shall notify the Customer in any such event.
- 3.8 If Inseego supplies the Customer with a SIM card for use with the Equipment, the Customer shall only use it in conjunction with the Equipment and at normal usage levels. Inseego reserves the right to reclaim any costs (and to charge an administration fee) for any excessive or unauthorised use of the SIM card (including any use outside of Ireland unless specified in the Agreement).
- 3.9 In the case of an OBD device Inseego will relay and present all vehicle diagnostic data that is retrieved by the OBD device from the Customer's vehicle.

4. DELIVERY AND INSTALLATION

- 4.1 Inseego shall ensure that each delivery of the Equipment is accompanied by a delivery note which shows all relevant Customer and Inseego reference numbers, the type and quantity of the Equipment (including the code number of the Equipment, where applicable) and special storage instructions (if any).
- 4.2 Inseego shall deliver the Equipment at an agreed time in accordance with the Delivery Option chosen by the Customer.
- 4.3 Delivery of the Equipment shall be completed on the Equipment's arrival or on completion of installation (as applicable).
- 4.4 Any dates quoted for delivery/installation are approximate only and the time of delivery is not of the essence. Inseego shall not be liable for any delay in delivery/installation of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Inseego with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment. Please note that large orders may take longer to fulfil and this will be discussed with the Customer at the time of order.
- 4.5 If Inseego fails to deliver/install the Equipment, its liability shall be limited to refunding the amount of fees paid by the Customer.
- 4.6 If a vehicle is not at the agreed location at the agreed time to enable Inseego to install the Equipment, Inseego may charge the Customer additional fees for a different installation date.
- 4.7 If the Customer requests that Inseego change the vehicle into which the Equipment is installed then Inseego may charge a deficit/refit charge which will be agreed with the Customer in advance.
- 4.8 Inseego may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY

- 5.1 Inseego warrants that on delivery, and during the Warranty Period, the Equipment shall:
 - 5.1.1 conform in all material respects with its description and any applicable Specification; and
 - 5.1.2 be free from material defects in design, material and workmanship.
- 5.2 Subject to condition 5.3, if:
 - 5.2.1 the Customer gives notice in writing to Inseego during the Warranty Period within a reasonable time of discovery that some or all of the Equipment does not comply with the warranty set out in condition 5.1;
 - 5.2.2 Inseego is given a reasonable opportunity of examining such Equipment (this may mean that the Customer is required to return the Equipment, in which case it will do so promptly); and
 - 5.2.3 Inseego confirms that the issue is covered under warrantythen, Inseego shall, at its option, repair or replace the defective Equipment.
- 5.3 Inseego shall not be liable for Equipment's failure to comply with the warranty set out in condition 5.1 in any of the following events (and Inseego may charge the Customer the costs of parts and labour in any such event):
 - 5.3.1 the Customer makes any further use of such Equipment after giving notice in accordance with condition 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow Inseego's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of Inseego following any drawing, design or Specification supplied by the Customer;
 - 5.3.4 the Customer alters or repairs such Equipment without the written consent of Inseego;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 the Equipment differs from its description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this condition 5, Inseego shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in condition 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These conditions shall apply to any repaired or replacement Equipment supplied by Inseego.

6. TITLE AND RISK

- 6.1 The risk in the Equipment shall pass to the Customer on completion of delivery.

- 6.2 Title to the Equipment shall not pass to the Customer until Inseego receives payment in full (in cash or cleared funds) for the Equipment and any other equipment that Inseego has supplied to the Customer in respect of which payment has become due, in which case title to the Equipment shall pass at the time of payment of all such sums.
- 6.3 Until title to the Equipment has passed to the Customer, the Customer shall:
- 6.3.1 maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery; and
- 6.3.2 notify Inseego immediately if it becomes subject to any of the events listed in condition 14.2.
- 6.4 Subject to condition 6.5, the Customer may use the Equipment in the ordinary course of its business (but not otherwise) before Inseego receives payment for the Equipment.
- 6.5 If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in condition 14.2, then, without limiting any other right or remedy Inseego may have Inseego may at any time:
- 6.5.1 require the Customer to deliver up all Equipment in its possession; or
- 6.5.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover the Equipment by de-installing it from the relevant vehicle.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
- 7.1.1 co-operate with Inseego in all matters relating to the supply of the Equipment and/ or Services;
- 7.1.2 provide Inseego, its employees, agents, consultants and subcontractors, with access to the Customer's vehicles, premises, office accommodation and other facilities as reasonably required by Inseego;
- 7.1.3 provide Inseego with such information and materials as Inseego may reasonably require in order to supply the Equipment and/ or Services, and ensure that such information is accurate in all material respects;
- 7.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- 7.1.5 keep and maintain all Inseego Materials at the Customer's premises in safe custody at its own risk, maintain Inseego Materials in good condition until returned to Inseego, and not dispose of or use Inseego Materials other than in accordance with Inseego's written instructions or authorisation;
- 7.1.6 (if relevant) ensure that the OBD self-install device is securely and safely installed into the vehicle and will periodically check to ensure that the OBD device continues to be securely and safely installed; and
- 7.1.7 (if the Customer purchases Services only and chooses to source its own equipment as a device to collect vehicle telematics data for the purposes of delivery of the services by Inseego) the Customer is solely responsible for ensuring that the device is fully compatible with the Services, that it has a mechanism of transmitting data back to the Inseego systems and it is the Customer's responsibility to arrange installation into their own vehicles.
- 7.2 If Inseego's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 7.2.1 Inseego shall without limiting its other rights or remedies have the right to suspend supply of the Equipment and/ or performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Inseego's performance of any of its obligations;
- 7.2.2 Inseego shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Inseego's failure or delay to perform any of its obligations as set out in this condition 7.2; and
- 7.2.3 the Customer shall reimburse Inseego on written demand for any costs or losses sustained or incurred by Inseego arising directly or indirectly from the Customer Default.
- 7.3 If the Customer is purchasing the Equipment as a standalone transaction, then both parties acknowledge that the Customer is under no obligation to use the Equipment in conjunction with the provision of any Inseego Services.
- 7.4 The Customer can choose to use the Equipment for the provision of third party telematics services and in these circumstances the Customer acknowledges that any amendments or adjustments that are required to the Equipment to enable it to operate on the third party service provider systems, including, for the avoidance of doubt, the supply of a SIM card will be the Customer's sole responsibility.

8. PRICE AND PAYMENT

- 8.1 The price of the Equipment and Services shall be the price set out in the Information Schedule.
- 8.2 Without prejudice to its rights under condition 8.9, Inseego may increase the price for the Equipment and/ or Services, by giving notice to the Customer at any time before delivery of the Equipment and/ or performance of the Services, to reflect any increase in the cost of the Equipment and/ or Services to Inseego that is due to:
- 8.2.1 any request by the Customer to change the Specification; or
- 8.2.2 any delay caused by any instructions of the Customer in respect of the Equipment and/ or Services or failure of the Customer to give Inseego adequate or accurate information or instructions in respect of the Equipment and/ or Services.
- 8.3 The price of the Equipment and/ or Services is exclusive of amounts in respect of VAT, taxes, charges, levies, assessments and other fees which the Customer shall pay in addition, on receipt of a valid VAT invoice from Inseego.
- 8.4 The Customer shall pay any invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Inseego. Time of payment is of the essence.
- 8.5 All payments payable to Inseego under the Contract shall become due immediately on its termination despite any other provision. If monthly charges apply then the Customer will be required to enter into a direct debit agreement for payment of all invoices covering the monthly Charges. Failure to do so will result in an additional administration charge of £20 per month.
- 8.6 Inseego may charge the Customer £30 for every direct debit failure or rejected cheque.
- 8.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Inseego to the Customer.
- 8.8 Inseego may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Inseego to the Customer.
- 8.9 Inseego has the right to automatically increase the Charges with effect from any Review Date, by a percentage equivalent to the percentage increase in RPIX All Items between the relevant Review Date and the preceding Review Date, unless the Review Date is the first Review Date in which case the measure shall be the increase between the Commencement Date and the first Review Date. Any such increase will be notified by Inseego to the Customer at least 90 days prior to the date of such increase.

Additional provisions in relation to flexInseego Solution

- 8.10 A 'One Off Payment' stated in the Information Schedule is payable by the Customer prior to the delivery of the Equipment for the Equipment and activation of the flexInseego solution unless otherwise agreed by Inseego.
- 8.11 The 'Monthly Usage Price' charges stated in the Information Schedule will be invoiced and be payable for a full calendar month for any OBD device supplied to the Customer under this agreement that is installed in a vehicle for the whole or any part of each calendar month. The 'Annual Availability' price stated in the Information Schedule will be invoiced and payable for any individual device supplied under this agreement 12 calendar months following the Commencement Date, and annually thereafter, for the making available of these Services by Inseego to the Customer but will be waived for any individual device that has been used in the previous 12 month period.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Subject to clause 9.3, all Intellectual Property Rights in or arising out of or in connection with the Equipment and/or Services shall be owned by Inseego.
- 9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on Inseego obtaining a written licence from the relevant licensor on such terms as will entitle Inseego to license such rights to the Customer.
- 9.3 Subject to clause 9.4, ownership in any Intellectual Property Rights comprised in or arising out of the data collected from the Equipment in the course of providing the Services ("**Customer Data**"), shall vest in the Customer and Inseego hereby assigns any right, title and interest in the Customer Data to the Customer.
- 9.4 Inseego may retain and sell the Customer Data in an anonymised format to third parties.
- 9.5 All Inseego Materials are the exclusive property of Inseego.

10. DATA PROTECTION

- 10.1 Both parties shall act in their capacity as Data Controllers in relation to Personal Data shared between the parties (or, if applicable, the data collected from the Equipment in the course of the provision of the Services).
- 10.2 The Customer warrants that:
- 10.2.1 adequate privacy notices have been provided to personnel or any other individuals whose data will be shared under this agreement and/ or collected through use of the Services so they understand the circumstances their Personal Data will be shared with Inseego and the purpose of the sharing and given their consent to the same; and
- 10.2.2 it has a lawful basis for processing the Personal Data which allows the Customer to share the Personal Data with Inseego and for Inseego to use any Personal Data in the course of completing its obligations under this Agreement and/ or providing Services.
- 10.3 Further information on how Inseego uses Personal Data can be found within its privacy policy available on the Inseego website or by contacting your Account Manager if a hard copy is required.

11. CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business and its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

12. WARRANTY

- 12.1 Inseego warrants that the Services will be performed with reasonable care and skill.
- 12.2 All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.3 If any of the Services do not conform with the warranty in Condition 12.1 Inseego shall, re-perform the Services to the extent necessary to make good any defect free of charge and where it does so, Inseego shall have no further liability to the Customer under the warranty in Condition 12.1 in respect of the relevant Services.
- 12.4 Any advice, instruction and/or recommendation relating to the Equipment and/ or Services and its/ their use whether written or oral given by Inseego's employees ("**Advice**") is given in good faith, but Inseego only warrants that written Advice is given with reasonable skill and care. No further duty or responsibility is accepted by Inseego.
- 12.5 The Customer warrants that:
- 12.5.1 it is entering into the Contract in the normal course of its business;
- 12.5.2 it has full power and authority to enter into the Contract and has any necessary consents, licences and authorisations to enable the Customer and Inseego to perform their respective obligations under the Contract; and
- 12.5.3 it has not been induced to enter into the Contract by any prior representations or warranties, whether oral or in writing, except as specifically contained in the Contract and the Customer irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in the Contract or for breach of any warranty not contained in the Contract (unless such misrepresentation or warranty was made fraudulently) and/or to rescind the Contract.
- 12.6 Given the inherent nature of the internet, Inseego does not warrant that the Services will be completely error-free, or will be performed totally without interruption.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in these conditions shall limit or exclude Inseego's liability for:
- 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 13.1.2 fraud or fraudulent misrepresentation;
- 13.1.3 any matter in respect of which it would be unlawful for Inseego to exclude or restrict liability.
- 13.2 Subject to condition 13.1:
- 13.2.1 Inseego shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, goodwill, revenue or anticipated savings, or any indirect, special or consequential loss arising under or in connection with the Contract; and

- 13.2.2 Inseego's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount (excluding VAT) payable by the Customer for the Equipment and/ or Services in the year in which the event occurred that gives rise to the claim.

14. TERMINATION AND SUSPENSION

- 14.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party not less than 90 days' written notice (if applicable, such notice not to expire before the end of the Initial Term).
- 14.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 14.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 570 of the Companies Act 2014 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section of the Personal Insolvency Act 2015 (being a partnership) has any partner to whom any of the foregoing apply;
 - 14.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 14.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 14.2.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 14.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 14.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 14.2.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 14.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 14.2.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 14.2.2 to condition 14.2.9 (inclusive);
 - 14.2.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - 14.2.12 the other party's financial position deteriorates to such an extent that in Inseego's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 14.2.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 14.3 Without limiting its other rights or remedies, Inseego may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.
- 14.4 Without limiting its other rights or remedies, Inseego may suspend supply of the Equipment and/ or provision of the Services under the Contract or any other contract between the Customer and Inseego if the Customer becomes subject to any of the events listed in condition 14.2.2 to condition 14.2.9, or Inseego reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

15. CONSEQUENCES OF TERMINATION

- 15.1 If the Contract is terminated other than due to the fault of Inseego:
- 15.1.1 (in the case of Equipment only contracts) the full amount of the Charges payable in accordance with the Contract shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; or
 - 15.1.2 (in the case of contracts which expire during their Initial Term) the full amount of the Charges payable in accordance with the Contract for the unexpired period of the Initial Term shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary
- 15.2 On termination of the Contract for any reason:
- 15.2.1 the Customer shall immediately pay to Inseego all of Inseego's outstanding unpaid invoices and interest, and in respect of Services supplied but for which no invoice has been submitted, Inseego shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 15.2.2 the Customer shall return all of Inseego Materials and any deliverables which have not been fully paid for. If the Customer fails to do so, then Inseego may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 15.2.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 15.2.4 conditions which expressly or by implication survive termination shall continue in full force and effect, including but not limited to conditions 1, 5, 6, 9, 10, 13, 14, 15 and 16.

16. GENERAL

- 16.1 Inseego reserves the right to defer the date of performance or to cancel the Contract (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event.
- 16.2 Inseego may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract. The Customer shall not, without the prior written consent of Inseego, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

- 16.3 Notices under these conditions shall be given in writing and may be given by delivery or first class post to the Customer at the address stated in the Agreement or as otherwise notified and to Inseego at the address stated in these conditions or as other address notified. Notices sent by first class post shall be deemed to have been received within forty-eight hours of posting. Notices delivered by hand shall be deemed to have been received at the time of delivery.
- 16.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- 16.5 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.7 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.8 Except as set out in these conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Inseego.
- 16.9 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Ireland and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

This Agreement has been entered into on the date stated at the beginning of it.

Addendum 1 - Additional Terms and Conditions relating to Vehicle Immobilisation

1. INTERPRETATION

1.1 For the purposes of this document the definitions contained in Inseego's standard Terms and Conditions which apply to the relationship with the Customer shall have the same meaning in these Additional Terms and Conditions relating to Vehicle Immobilisation.

2. BASIS OF CONTRACT

2.1 By completing and signing the Agreement including the option of Vehicle Immobilisation, the Customer agrees that these Additional Terms and Conditions relating to Vehicle Immobilisation shall apply in full as though they were included within the standard Terms and Conditions that apply to the Contract between Inseego and the Customer.

3. IMMOBILISATION SOLUTION OPTIONS

3.1 Inseego offers three types of immobilisation which operate as follows:

3.1.1 Stage 1 Immobilisation, once activated, operates with a default position that the vehicle starter motor is not disabled until immediately after the vehicle ignition is switched on and the Inseego device becomes activated. When this solution is activated:

3.1.1.1 There are some circumstances when the vehicle starter motor can still be engaged to start the engine of the vehicle before the immobilisation becomes effective.

3.1.1.2 The engine of the vehicle can be started with the use of techniques which do not rely on the use of the vehicle starter motor.

3.1.1.3 If the Inseego equipment were to malfunction the solution would default such that the vehicle starter motor is not disabled and the engine of the vehicle would be capable of being started and the vehicle driven normally.

3.1.2 Stage 2 Immobilisation, once activated, operates with a default position that the vehicle starter motor is disabled and cannot be used to start the engine of the vehicle. When this solution is activated:

3.1.2.1 The engine of the vehicle can be started with the use of techniques which do not rely on the use of the vehicle starter motor.

3.1.2.2 If the Inseego equipment were to malfunction the solution would default such that the vehicle starter motor is disabled and the engine of the vehicle would not be capable of being started and the vehicle would not be capable of being driven normally. It is therefore possible that the vehicle could be stranded until the Inseego Equipment can be repaired.

3.1.3 Bespoke Immobilisation offers a solution which is agreed specifically to meet the requirements of the Customer and may involve the use of a combination of the Inseego equipment as well as other third party equipment which may or may not be classified as Thatcham Approved Equipment. This solution would be designed and agreed as a specific technical solution with the Customer.

3.2 The activation and deactivation for Stage 1 Immobilisation and Stage 2 Immobilisation will be agreed with the Customer and can include a combination of the following:

3.2.1 Using the Inseego System to remotely send activation or deactivation signals to the Inseego Equipment. The Immobilisation Solution would be activated or deactivated the next time that the vehicle ignition is switched off.

3.2.2 The use of a driver identification confirmation mechanism within the vehicle to ensure that only drivers in possession of Customer approved identification can deactivate the solution to enable the starter motor so that the engine of the vehicle can be started normally.

3.3 The activation and deactivation for Bespoke Immobilisation will be specified as part of the specific technical solution agreed with the Customer.

4. GENERAL WARRANTIES

4.1 Inseego warrants that the Immobilisation Solution will be implemented with reasonable care and skill.

4.2 All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.3 Any advice, instruction and/or recommendation relating to the Immobilisation Solutions and/or their use whether written or oral given by Inseego's employees ("**Advice**") is given in good faith, but Inseego only warrants that written Advice is given with reasonable skill and care. Ultimately the decision as to whether and how to proceed with any Immobilisation Solution will be the responsibility of the Customer and no further duty or responsibility is accepted by Inseego.

4.4 The Customer warrants that:

4.4.1 it is entering into the Contract in the normal course of its business;

4.4.2 it has full power and authority to enter into the Contract and has any necessary consents, licences and authorisations to enable the Customer and Inseego to perform their respective obligations under the Contract; and

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

4.5 Given the inherent nature of the internet, Inseego does not warrant that the Immobilisation Solution will be completely error-free, or will be performed totally without interruption.

5. LIABILITY

5.1 Nothing in these conditions shall limit or exclude Inseego's liability for:

5.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

5.1.2 fraud or fraudulent misrepresentation;

5.1.3 any matter in respect of which it would be unlawful for Inseego to exclude or restrict liability.

5.2 Inseego shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the activation, deactivation, use or reliance on the Immobilisation Solution. Furthermore the Customer will indemnify Inseego against any claim or loss

resulting from the installation and use of the Immobilisation Solution in any way in the Customer's vehicle whether it is stationary or moving at the time of activation or deactivation of the Immobilisation Solution.

- 5.3 Inseego's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount (excluding VAT) payable by the Customer for the Monthly Payments relating to a specific vehicle in which the Immobilisation Solution is installed in the year in which the event occurred that gives rise to the claim.
- 5.4 There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Inseego except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.

6. GENERAL

- 6.1 The Immobilisation Solution Options offered by Inseego are vehicle specific and Inseego does not guarantee that any particular solution can be effectively implemented into a Customer's vehicle although Inseego is prepared to provide Advice in good faith to the Customer about the options available for specific vehicle makes, models and types.
- 6.2 Inseego reserve the right to charge additional fees for an Immobilisation Solution in addition to the standard fee that is applied for the installation, deficit-refit or service of Inseego Equipment. Whilst Inseego may agree a standard additional fee with a Customer for an Immobilisation Solution Inseego reserves the right to request and agree an increased fee rate for specific vehicle types where this will involve significant additional work and in these cases the additional fees will be agreed before Inseego commence any work on the Customer's vehicle.
- 6.3 The Customer is recommended to check the satisfactory operation of the Immobilisation Solution after first installation, on an ongoing regular basis and after any subsequent work of any type is carried out on the vehicle.
- 6.4 The Inseego Immobilisation Solution Options are not systems which fall under the category of After Market Theft Systems with Vehicle Immobilisation for Vehicle Recovery.

Addendum 2 - Additional Terms and Conditions relating to the Inseego Connected Camera Solution

1. INTRODUCTION AND INTERPRETATION

- 1.1 Inseego is an official reseller of VisionTrack products (**Products**) and VisionTrack subscription services (**Subscription Services**).
- 1.2 For the purposes of this document the definitions contained in Inseego's standard Terms and Conditions which apply to the relationship with the Customer shall have the same meaning in these Additional Terms and Conditions relating to VisionTrack.
- 1.3 In this Addendum 2, the following definitions shall apply:

Camera System: means a VT Sim enabled connected DVR system (models of which will vary from time to time) supplied with one or more cameras (or any part of it and including all installed software) which stores data on a hard drive, as more particularly described in the Information Schedule, and that can be used to record and /or transmit real time data to the VT Platform.

Commissioning/ Commissioned: means the process by which VisionTrack remotely connects a newly installed Connected Product to the VT Platform enabling its Initial Subscription Term to commence and its Subscription to become a Live Subscription.

Connected Camera: means any data enabled camera (models of which will vary from time to time), fitted with a VT Sim, which can be used to record and/or transmit real time data to the VT Platform.

Connected Product: means any Connected Camera, Camera System or telematics device (models of which will vary from time to time).

EULA: means VisionTrack's End User Licence Agreement.

Initial Subscription Term: means a minimum subscription term of 12 months, but up to 60 months, from the date of Commissioning of a Connected Product to the Subscription Services, as advised by Inseego.

Live Subscription: means an active subscription of a Connected Product to the Subscription Services.

Normal Business Hours: means 09:00 – 17:00 on a Business Day.

Subscription Package: means the software interface through which a Customer can access the data either the VT API Feed, VT FNOL or the VT Live View Platform as more detailed in the Information Schedule.

Virus or Viruses: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

VT Platform: the cloud-based software Platform on which VisionTrack stores, processes and analyses the Vehicle Data, Location Data and Footage (if applicable), and then makes it available to be accessed by Reseller via the VT API Feed, or the VT Live View Platform.

2. BASIS OF CONTRACT

- 2.1 By agreeing to purchase Products and/ or Subscription Services, the Customer agrees that these Additional Terms and Conditions relating to VisionTrack shall apply in full as though they were included within the standard Terms and Conditions that apply to the Contract between Inseego and the Customer.
- 2.2 In addition, the Contract shall also be deemed to include the following VisionTrack policies and terms the full wording of which can be viewed at www.Visiontrack.com/terms_and_conditions:
 - 2.2.1 customer returns policy;
 - 2.2.2 fair usage policy;
 - 2.2.3 VT sim terms;
 - 2.2.4 subscription services terms;
 - 2.2.5 commissioning services terms;
 - 2.2.6 data services terms; and
 - 2.2.7 end user licence agreement,(together, the **VisionTrack Terms**).

3. CUSTOMER OBLIGATIONS AND INDEMNITY

- 3.1 The Customer shall:
 - 3.1.1 comply at all times with the VisionTrack Terms;
 - 3.1.2 where VisionTrack provides any VT SD Card, act conscientiously and in good faith, not modify the content of the VT SD Card in any way and follow all of Inseego's/ VisionTrack's reasonable instructions; and
 - 3.1.3 comply with all applicable laws and regulations in the United Kingdom regarding the use of the Products.
- 3.2 The Customer shall indemnify, and keep indemnified, Inseego from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Inseego as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

4. CUSTOMER WARRANTY

- 4.1 By purchasing Products or Subscription Services the Customer warrants that it is entering into the Contract as part of its trade, business or profession and is not a 'Consumer' as defined in the Sale of Goods Act 1983 and consumer protection Act 2007.

5. PRODUCT QUALITY

- 5.1 If the Customer wishes to return a Product, the VisionTrack customer returns policy will apply (please refer to the link in paragraph 2.2.1 above).
- 5.2 All Products are provided with a VisionTrack return to base warranty (the "**Product Warranty**"), details of which can be found on the Information Schedule.
- 5.3 For each Connected Product, the Product Warranty shall commence from the date of installation.

- 5.4 Subject to paragraph 5.5, the Product Warranty covers:
- 5.4.1 defects in materials and workmanship;
 - 5.4.2 non-working Products; and
 - 5.4.3 errors arising from defective software code or defective updates,
- but the Product Warranty excludes deliberate misuse or damage to any Product.

5.5 The Product Warranty does not cover defects arising:

- 5.5.1 from alterations or repairs made to Products without VisionTrack's prior written consent; and
- 5.5.2 as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

5.6 The Customer must comply with the reasonable instructions issued by VisionTrack in relation to warranty claims.

6. SUBSCRIPTION SERVICES

6.1 For each Connected Product ordered the Customer shall be required to subscribe to the Subscription Services, by placing an order for an Initial Subscription Term for each Connected Product to an appropriate Subscription Package.

6.2 For the purposes of this Agreement, the commencement of the Initial Subscription Term is the date on which a Connected Product is Commissioned.

6.3 Each Live Subscription shall automatically renew for a period of 30 days (each renewal a "**Renewal Period**") at the end of the Initial Subscription Term and at the end of each subsequent Renewal Period unless the Customer gives Inseego 90 days written notice that the Customer wishes to terminate the Live Subscription at the end of the current Subscription Term (as applicable).

6.4 The Customer will select one type of Subscription Package for each Connected Product.

6.5 Customers who select the VT Platform option or the VT FNOL option must agree to the EULA as part of the sign-up processes to gain access to these Subscription Services.

7. END USER LICENSING AGREEMENT (EULA)

7.1 Each employee of a Customer (each a "**User**") who accesses the VT Platform must agree to the terms of the EULA.

7.2 In relation to each User, the Customer undertakes that each User shall keep a secure password for accessing the VisionTrack Platform, that such password shall be changed no less frequently than quarterly and that each User shall keep their password confidential.

7.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Subscription Services that:

- 7.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 7.3.2 facilitates illegal activity;
- 7.3.3 depicts sexually explicit images;
- 7.3.4 promotes unlawful violence;
- 7.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 7.3.6 is otherwise illegal or causes damage or injury to any person or property,

and VisionTrack reserves the right, without liability or prejudice to its other rights, to disable the Customer's access to any material that breaches the provisions of this clause.

Maintenance

7.4 VisionTrack shall use commercially reasonable endeavours to make the VisionTrack Platform, the VT API Feed available 24 hours a day, seven days a week, except for:

- 7.4.1 planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- 7.4.2 unscheduled maintenance performed outside Normal Business Hours, provided that VisionTrack has used reasonable endeavours to give the Reseller at least 6 hours' advance notice during Normal Business Hours.

Planned Maintenance

7.5 Inseego will provide Customers with reasonable notice of such events if the VT API Feed will be interrupted.

Support

7.6 Inseego shall provide Customers with first line support, including telephone and online support during Normal Business Hours.

7.7 VisionTrack will, as part of the Subscription Services provide the Customers with VisionTrack's standard customer 2nd line support services during Normal Business Hours.

8. PRICE

8.1 Inseego may increase the price for the Equipment and/ or Services, by giving notice to the Customer at any time before delivery of the Equipment and/ or performance of the Services, to reflect any increase imposed by VisionTrack.

9. TERMINATION

9.1 Any Contract for the supply of the Products and/ or Subscription Services shall cease with immediate effect and without liability to the Customer in the event that Inseego's agreement with VisionTrack terminates.