



End User License Agreement

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1 Agreement Overview

IMPORTANT! BY DOWNLOADING, USING, OR ACCESSING ANY OF OUR DEVICES, SOFTWARE, SERVICES AND OTHER PRODUCTS, INCLUDING UPDATES AND UPGRADES THEREOF (COLLECTIVELY “PRODUCTS”), YOU CONCLUDE A LEGALLY BINDING AGREEMENT BASED ON THE TERMS OF THIS END USER LICENSE AGREEMENT (“AGREEMENT”) WITH MYFLEET PTY LTD (“MYFLEET” OR “WE”) ON BEHALF OF YOURSELF, UNLESS YOU ARE ACTING AND AUTHORISED TO ACT FOR A COMPANY OR OTHER ORGANISATION IN WHICH CASE THE AGREEMENT IS WITH SUCH ORGANISATION AND ANY REFERENCES TO “YOU” HEREIN MEANS SUCH ORGANISATION. IF YOU DO NOT WISH TO AGREE, DO NOT INSTALL, USE, ACCESS OR RETAIN ANY OF OUR PRODUCTS.

2 License

We grant you a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, “software”) embodied in Products solely for your own internal business purposes and solely in connection with your use of our or other compatible in-vehicle telematics devices, on the condition and so long as you comply with all terms and conditions of this Agreement. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicensable. You may not extract, copy or use the software in connection with any other product or for use on any other device.

3 Products Ownership

The Products are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to you hereunder, except for the rights expressly granted to you under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors and vendors. You shall not remove or attempt to remove any marks, labels and legends from Products.

4 Protective Measures

Products may contain technological measures (including the ability to disable the Products) designed to prevent the illegal usage of software or other violations of this Agreement or applicable law. You agree not to circumvent or attempt to circumvent such measures.

5 Updates and Patches

We shall continuously improve our Products and may, from time to time, cause software updates to be automatically installed with or without prior notification to you or provide access to updates through our website. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed. We will endeavor to advise you in a professional and timely manner of projected and intended changes to the site(s).

6 Restrictions

To the fullest extent permissible under applicable law, you agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of Products whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Products; (c) use Products in a manner that violates laws or rights of others; (d) use the Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing.

7 Security

You are solely responsible for your failure to keep all user identifications and passwords (your "Login Credentials") secure. If you believe the security of your Login Credentials has been compromised, or you suspect unauthorised use, you will promptly notify us. If we suspect, in our reasonable opinion, fraudulent or unauthorised activity on your account, we reserve the right to terminate or suspend your access to our website or any applicable services or both and will contact you to advise of this decision.

8 Confidentiality and Data Transfer

We maintain reasonable technical and organisational security and data storage policies and measures for facilities within its control, in accordance with MyFleet's ??as amended from time to time. Data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using our Products. You shall not provide third parties with access to any software and non-public information in and regarding the Products and any other confidential information that we provide without our prior written consent, except to your own employees, subject to adequate confidentiality agreements.

9 Your Vehicle Data

We claim no ownership of any vehicle data that you generate and associate with our devices installed in your particular vehicle(s) (“Individual Vehicle Data”) and which you transmit or process using our Products. We or our vendors on our behalf will process and transmit Individual Vehicle Data to provide, maintain and improve our Products and perform obligations under this Agreement and applicable law. In furtherance of such purposes, based on certain non-position data elements in your vehicle database (such as a vehicle VIN), from time to time in certain jurisdictions we may query, on a confidential basis, databases maintained by reputable third party providers for additional information.

10 Customer Responsibilities

Customer agrees to:

- Pay the applicable Services fees and any communications charges associated with accessing the Services (unless Licensor specifies otherwise).
- Ensure that any access codes Licensor provides are used only by Customer’s authorised personnel.
- Designate a Licensor certified representative (a “Primary Technical Contact”) to be the focal point to which Licensor may direct general technical information pertaining to Customer’s Supported Products. Customer’s Primary Technical Contact must have sufficient technical knowledge of Customer’s Supported Product environment to enable effective communication with the Licensor support center.
- Provide Licensor with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which Customer requests assistance.
- Provide Licensor with appropriate remote access to Customer’s system if necessary to assist in isolating the software problem cause. Customer will remain responsible for adequately protecting the system and all data contained therein whenever it is remotely accessed by Licensor with Customer’s permission.
- Use the information obtained under these Services only for the support of the information processing requirements within Customer’s enterprise.
- Ensure that Services are used only in relation to duly licensed Supported Products.
- Make reasonable efforts to correct any issue and deploy corrections after consulting with Licensor.
- Promptly arrange for an acceptable time to install all Maintenance Patches and Resolutions.

11 Feedback

You understand and agree that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that you provide or which is made available to us (whether directly in the course of utilising support, maintenance or other services) may be used by us to modify, enhance, maintain and improve our Products and shall become our exclusive property without any obligation or payment to you or to any of your customers whatsoever.

12 Customer Behavior Policy

We aim to treat all our customers with courtesy, consideration and respect, and to act impartially, with integrity and respect. In turn, we expect customers to adhere to the same standards. Unacceptable behaviour will not be tolerated – Unacceptable behavior means acting in a way that is unreasonable, regardless of the level of someone’s stress, frustration or anger. It may involve acts, words or physical gestures that could cause another person distress or discomfort. This is behaviour or language (written or spoken) that could cause our staff to feel afraid, threatened or abused. This includes threatening emails, telephone calls, meetings, and comments on social media or elsewhere. We will not tolerate any abusive or aggressive behaviour towards our staff members, and reserve the right to terminate any further engagement including support services and access to the service to those who violates this policy.

13 Limited Warranty

Licensor warrants that, for a period of 30 days from the [original delivery date], the Software will be free from defects in materials and workmanship and substantially conform to the specifications set forth in the Documentation. [All specifications are provided based on testing of the Software in a laboratory setting, and actual performance may be affected by network connections, software and hardware configuration and hardware specifications.]

14 Warranty Conditions and Exclusions

Warranty claims must be submitted promptly after the date when you noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a MyFleet-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and we are not responsible for malfunctions by or in such products, services or items. You may need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of our Products. This limited warranty is void if the defect has resulted from accident, abuse, negligence, misapplication, or where the Software has not been properly installed or used in accordance with the Documentation.

15 Warranty Disclaimer

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SOFTWARE AND SUPPORT SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE OR SUPPORT SERVICES WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE FAIL SAFE, UNINTERRUPTED, ERROR FREE, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, AND ACCURACY OF INFORMATIONAL CONTENT. WE DO NOT ENDORSE, AND MAKE NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUME NO RESPONSIBILITY,

OBLIGATION OR LIABILITY FOR, ANY PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

16 Indemnification

You agree to indemnify, defend and hold harmless MyFleet Pty LTD and its directors, officers, employees, independent contractors and agents (each a “MyFleet Indemnified Party”) from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorneys fees and court costs) (collectively “Losses”) incurred by a MyFleet Indemnified Party as a result of your breach of this Agreement, a breach of any certification, covenant, representation or warranty made by you in this Agreement, or claims otherwise related to or arising from your use of the MyFleet telematics.

17 Limitations of Liability

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF ALL INDEMNIFIED PARTIES TO YOU HEREUNDER OR OTHERWISE IN RESPECT OF THE PRODUCTS EXCEED THE AMOUNT YOU HAVE PAID FOR THE PRODUCTS OR SERVICES OR THE RIGHTS TO USE THE SOFTWARE IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE, SUBJECT TO ANY LESSER LIMITATION OF LIABILITY IN ANY TERMS INCORPORATED HEREIN BY REFERENCE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY TERMS) IF APPLICABLE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS.

18 Applicability

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT WILL APPLY IRRESPECTIVE OF THE NATURE OR FORM OF THE CLAIM, CAUSE OF ACTION, DEMAND, OR ACTION, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

19 Termination

We reserve the right to terminate this Agreement in whole or in part with or without notice if: (a) you materially breach or otherwise materially fail to comply with any provision of this Agreement; (b) we determine that any registration information you submit or any update thereof is not true, accurate, complete or current; (c) you become insolvent or bankrupt; (d) you reorganise your business, make an assignment under or otherwise take advantage as a debtor of, bankruptcy or insolvency laws, including having a trustee or receiver appointed; (e) any steps are taken to wind up or otherwise terminate your existence as a legal entity; or (f) you cease operating your business. You may terminate the grant of rights to use the software or the provision of services by ceasing use of same. Upon any termination of this Agreement: (i) any and all rights granted to you under this Agreement shall immediately cease; (ii) you shall destroy, to the extent practicable, all copies of the software in your possession or control; (iii) if so requested by us, you shall certify in writing that all such copies of the software in your possession or control have been destroyed; and (iv) you shall cease all usage of the services. Upon request we will transmit to you a copy of data stored on our systems as of the date of termination, and we may condition this assistance on payment of reasonable fees and cost reimbursements, based on the size of the database and complexity of the task.

20 Amendments

MyFleet Pty Ltd reserves the right to, within its sole discretion, make changes to this Agreement on a periodic basis, including to reflect changes in or required by law (including, changes to ensure the enforceability of this Agreement) or changes in business practices. By continuing to use the goods and services provided by us for more than 30 days after these Terms have been amended, you will be deemed to have agreed to the amended terms.