

## iHound Pty Ltd Standard Terms & Conditions

These Standard Terms and Conditions together with the pricing and other information included in the Quote constitute the entire agreement ("Agreement") by and between iHound Pty Ltd, an Australian corporation with its principal place of business at 97 Kirkham Rd Bowral NSW 2576 ("iHound Pty Ltd") and the customer named in the Quote ("Customer").

1. **Service.** "iHound Pty Ltd System" shall mean the hardware, software, and related services which together comprise the iHound GPS Matrix and associated data, and provide the means to track vehicles and assets installed with the necessary equipment via cellular networks, land based IP networks, or any other communication networks. iHound Pty Ltd agrees to provide the Customer a) a subscription to the iHound Pty Ltd System, including the web-based and/or client-based iHound GPS Matrix and b) wireless data communications service, (collectively the "Service") over the term of this Agreement.

2. **Purchase.** Customer agrees to purchase the Service subscription indicated above Customer's signature on the Quote and Customer agrees to purchase all necessary hardware and software required for successful implementation of the Service directly from iHound Pty Ltd or separately from an authorised iHound Pty Ltd Reseller. Customer purchases the System for Customer's own use and not for resale or use by others.

3. **Training.** Should a Customer purchase the Full Client Software, also known as iHound GPS Matrix, that Customer shall also partake in the online iHound University facility to ensure a quality Customer experience. Alternatively, iHound Pty Ltd or Reseller Certified Training Instructor for the iHound Pty Ltd System shall provide all training and support for Customer. The "Full Client Software" means the web based iHound GPS matrix designed primarily for Customers tracking.

4. **Installation.** Only an iHound Pty Ltd authorised installer may install the iHound Pty Ltd System. Without the express written consent of iHound Pty Ltd, Customer will void all applicable warranties should Customer allow installation by any person other than an authorised iHound Pty Ltd installer. Customer agrees that iHound Pty Ltd's authorised installer shall be solely responsible for all aspects of in-vehicle installation to ensure full functionality of the iHound Pty Ltd System for Customer. In the event of any defect in installation that causes the iHound Pty Ltd System to perform incorrectly in any manner or that causes damage to Customer's property in connection with such installation, Customer agrees that iHound Pty Ltd shall not be liable in any respect and shall be held harmless by Customer for any loss, damages, claim or defect. Customer's sole remedy in connection with an installation defect or related property damage shall be by recourse to the iHound Pty Ltd authorised installer responsible for such installation. Should Customer attempt installation in violation of this paragraph, Customer agrees to reimburse iHound Pty Ltd for any and all damages to the iHound Pty Ltd System caused thereby, including but not limited to excess costs to iHound Pty Ltd.

5. **Software License.** All software items delivered to Customer under this Agreement are licensed and not sold. Customer agrees that any license to use third party software in connection with the iHound Pty Ltd System shall be subject to the terms of such software's licensing terms, as stated in any applicable End User License Agreement provided with such software. For avoidance of doubt, any applicable software license shall be revocable, nonexclusive, non-transferable, limited for use by Customer only, limited to the term of Customer's subscription to the Service. In addition to the relevant End User License Agreement provided with the software, Customer's use of software in connection with the Service shall be subject to these Terms and Conditions. In the event of any conflict between the End User License Agreement and the Terms and Conditions, these Terms and Conditions shall prevail. Customer specifically agrees that Customer shall not attempt to use the software in any manner other than in connection with the Service, and Customer shall not attempt to discover or reverse engineer any software functionality provided for use in conjunction with the Service.

6. **Agreement Term.** This Agreement with iHound Pty Ltd will be in effect for the full subscription term set forth on the Quote and any renewals thereof (the "Term") commencing upon iHound Pty Ltd's installation of the equipment or the activation of the customers iHound GPS Matrix account (the "Effective Date"). Cancellation by the Customer of the Service, in whole or in part, before the end of the Term is subject to a cancellation fee. This fee will be equivalent to all applicable fees, charges, taxes, surcharges, or other charges through the termination date of the contract Term. After the expiration of the Term, the Agreement will automatically renew on a monthly basis and either Customer or iHound Pty Ltd may cancel the Service at any time by notifying the other party thirty (30) days prior to the end of the Term. Monthly charges for the Service are billed in advance and are not refundable if Service is discontinued in the middle of a billing cycle. Any time after the initial Term, iHound Pty Ltd may change the price for the subscription Service by giving Customer notice thirty (30) days before the effective date of the price change. Upon termination of the Service for any reason, Customer agrees to discontinue use of the Service and either return or certify as destroyed all copies of software, and related materials and documentation obtained through the Service.

**7. Risk of Loss.** Customer is responsible for any risk of loss for the hardware equipment required to communicate with the Service, from any cause, including but not limited to vehicle failure, theft, fire, collision, tampering, and vandalism. Despite any such loss, Customer shall not be excused from its performance under this Agreement.

**8. Payment.** Customer shall pay when and as due all amounts owed under the Agreement, including but not limited to any applicable installation charges, subscription service charges, roaming charges, taxes or duties. All payments shall be made in Australian Dollars unless otherwise specified in the quotation. Customer also agrees to pay additional charges that result directly or indirectly from government regulations or mandates, or additional charges that result from rate increases by affiliated underlying wireless service carrier. iHound Pty Ltd will endeavour to give Customer reasonable prior written notice if any such costs and/or charges are implemented after Customer's Service activation date; however no notice shall be required under this Agreement and Customer hereby authorises and agrees to pay all such costs and/or charges. Customer acknowledges by enabling Service roaming, as indicated in the Agreement, that additional roaming charges may apply, which will be credited against Customer's roaming charges deposit or billed directly to Customer, at iHound Pty Ltd's sole discretion. In the event that a Customer makes a roaming deposit but no roaming charges accrue to Customer's account, iHound Pty Ltd may apply such roaming deposit to any outstanding amounts owed by Customer to iHound Pty Ltd or may return such deposit to Customer, as iHound Pty Ltd's sole discretion. Customer will be billed for the Service at the rate indicated in the Agreement, commencing upon initial activation/use of the Service, pro-rated, if appropriate. All Service charges are billed monthly, in advance, and are due and payable on the 1st of the month. In the event that Customer fails to make timely Service payments, iHound Pty Ltd will be entitled to (i) impose late charges of 1.5% of the unpaid amount for each month the amount is unpaid, and Late Penalty Fees as set out in Exhibit B (ii) terminate this Agreement and/or (iii) suspend Customer's Service. In the event Service is suspended (which suspension may be granted conditioned or denied in iHound Pty Ltd's sole discretion), Customer will be billed a fee of fifty dollars (\$50.00) per unit upon restoration of Service. Upon any automatic renewal, iHound Pty Ltd shall be authorised to re-bill the Customer, if available, for and upon each renewal terms. iHound Pty Ltd shall have the continuing right to approve Customer's credit and change Customer's credit terms. iHound Pty Ltd reserves the right to require a security deposit from Customer at its sole discretion. No offsets by Customer in paying the fees set forth herein are allowed without iHound Pty Ltd's prior written approval in its sole discretion. It is also to be noted that iHound Pty Ltd is a member of a credit reporting agency and the customer agrees to have their details used in relation to credit worthiness checks and also agrees that their details may be provided to a credit reporting agency should they fail to on or default on the payment terms of this agreement.

1. **Capital purchase (Customer pays for equipment purchase) and monthly recurring costs**

Capital equipment is supplied on the basis of the Customer paying in full the amount of the equipment and other one-time related costs as agreed to between Customer and iHound Pty Ltd as described and accepted by Customer in the Quote. Payment shall be received in full by iHound Pty Ltd prior to installation of said equipment. Customer shall also be required to pay the initial monthly recurring costs prior to installation of equipment. Subsequent recurring costs are payable monthly in advance by standing order or automated withdrawal and or credit card payments for the term of the agreement.

2. **Lease/Purchase and monthly recurring costs**

Customer is required to complete an equipment leasing application and receive approval prior to entering into a business transaction with iHound Pty Ltd. Monthly equipment lease/purchase payments may differ from the payments quoted in this proposal based on credit score and interest rate applied to equipment lease/purchase. The equipment leasing company may also require a personal guarantee from the Customer's majority shareholder. Customer will be required to add the GPS equipment to its existing insurance policy. Also, Customer shall be required to pay the initial recurring costs prior to installation of equipment. Subsequent recurring costs are payable monthly in advance by standing order or automated withdrawal for the term of the agreement.

On confirmation that the equipment leasing company has received the release documentation, approved the banking loan, and funded the total cost of the equipment, arrangements will be made for installation of the hardware followed by software installation and training.

3. **Rental and monthly recurring costs**

On placing an order for rental of equipment, the customer is required to pay a refundable deposit as set out in Exhibit B together with the first month's rental and recurring costs. The refundable deposit shall be returned to customer in full upon termination of the Agreement subject to the equipment being de-installed and returned to iHound Pty Ltd in good working condition within thirty (30) days of notification of termination. The refundable deposit is forfeit should the hardware not arrive at iHound Pty Ltd within thirty (30) days from notification of termination. For equipment that is not in good working condition iHound Pty Ltd shall retain the refundable deposit for said unit(s). In the event Customer terminates the Agreement prior to expiry of the original Term or otherwise breaches the Agreement with iHound Pty Ltd, the refundable deposit will be retained by iHound Pty Ltd and will be used to de-install the equipment and return said equipment in good working condition.

All subsequent rentals and recurring costs are payable monthly in advance by standing order, credit card or automated withdrawal, which iHound Pty Ltd will assist in setting up.

4. **Equipment Purchase Option – Rental**

Customer may purchase the equipment anytime within the original rental term. Fifty percent of the equipment rental portion already paid to iHound Pty Ltd shall be applied toward the purchase price of the equipment at the volume discounted price of the equipment at the time of purchase. Additionally, iHound Pty Ltd shall apply the refundable deposit towards purchase of the equipment.

After the original rental term expires, and if the Customer should wish to purchase the equipment, the price of the equipment shall be negotiated at the then current volume discount price for said equipment.

5. **Installation and Delivery**

The customer is to ensure that the vehicles and or equipment is made available to iHound Pty Ltd for installations. Unless otherwise agreed to, installation must take place during working hours (8 am to 5 pm, Monday to Friday). The customer also agrees to a specified "DELIVERY PERIOD" time scale during which installation can take place, and if it extends beyond this, the outstanding goods will be delivered via post or courier to the customer's premises and be deemed to be delivered and therefore any funds for the goods outstanding become immediately payable.

When part of the goods are delivered by post or courier, the customer may at that stage, at their convenience, arrange with the iHound Pty Ltd technical department for an alternative date and place of installation.

The minimum delivery schedules and hence the "DELIVERY PERIOD" for installations are as follows:

- 1 to 5 devices - 3 working days
- 6 to 15 devices - 5 working Days
- 16 to 30 devices - 7 working days
- 31 to 50 devices - 12 working days
  
- More than 50 devices - by mutual agreement

The "DELIVERY PERIOD" starts from the date and time of the first installation. The last vehicle/unit is to be installed by the expiry of the period allowable for the amount of units being installed or the balance of outstanding goods will be shipped to the customer.

In the case of unavailability of a vehicle at a scheduled location and installation time a maximum of 1 hour technician standing time will apply, after which iHound Pty Ltd reserves the right to bill for additional standing time at its standard labour rates as set out in Exhibit B.

Successful DELIVERY is deemed to be the installation of all equipment ordered, alternatively the installation of part of the equipment and delivery of the balance of equipment to customer's premises by the end of the "DELIVERY PERIOD" referred to in the "INSTALLATIONS AND DELIVERY" paragraph of these terms and conditions.

Software installation, training and customer skill in operation of the software, are not to be deemed as part of the criteria determining successful delivery of the equipment and therefore do not impact on payment for the system supplied.

9. **Default.** If Customer fails to pay any amounts under this Agreement, breaches any provision of this Agreement, or if Customer makes an assignment for the benefit of creditors, whether voluntary or involuntary, iHound Pty Ltd may charge default penalties, interest on any amounts due but unpaid at the maximum rate allowed by law, and may terminate this Agreement and i) receive from Customer all amounts due under this Agreement plus the costs of collection, legal fees and collection agency charges and ii) pursue any other remedy at law or in equity. Any forbearance or waiver by iHound Pty Ltd of a Customer default shall not operate as waiver of any applicable default remedies with respect to future defaults in payment or otherwise by Customer.

10. **Customer's Representations and Warranties to iHound Pty Ltd.** Customer represents and warrants to iHound Pty Ltd, and iHound Pty Ltd relies on the fact that a) all corporate and other authorisations required of Customer to enter into and fully perform Customer obligations per this Agreement have been obtained, b) the individual approving this Agreement is duly authorised by Customer, c) Customer assumes all responsibility for its/his/her use of the iHound Pty Ltd System and Service and ensures its/his/her compliance with the terms of this Agreement, and d) Customer will observe and abide by all applicable statutes, laws, ordinances, rules

and regulations. In addition, Customer acknowledges and agrees that applicable AMCA, ACCC, FCC & CASA rules and regulations are subject to change and iHound Pty Ltd at its sole discretion may modify this Agreement to comply with any such changes without liability to Customer or any third party.

**11. Network Coverage; Interruption of Service.** Customer acknowledges that iHound Pty Ltd's Service and network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. In addition, motor and ignition noise, metal shielding, battery discharge or expiration, interference by users of the same or adjacent radio channels may limit or interfere with coverage. iHound Pty Ltd shall not be held liable to Customer or any third party for any loss or damage arising from the Service, or its interruption, transmission errors, defects or any other causes, including, but not limited to, interruption caused by the underlying carrier. iHound Pty Ltd does not assume and shall not have any liability for events beyond iHound Pty Ltd's control or the control of iHound Pty Ltd's subcontractors, or licensors, including, but not limited to, acts of God, acts of any governmental entity, acts of a public enemy, terrorism, strikes or weather conditions. iHound Pty Ltd may initiate a service interruption or terminate service entirely, in iHound Pty Ltd's sole discretion, should iHound Pty Ltd believe that any unit is malfunctioning, including but not limited to by excessive ignition on/off reports, excessive idle reports, or excessive speeding reports. In the event of a total Service outage ("Outage") which is not caused by the Customer, and which lasts for a period of seventy-two (72) hours or more, a credit allowance will be made at Customer's request in the form of a pro-rata adjustment of the fixed charges billed by iHound Pty Ltd to Customer. Periods of discontinuous Outage may not be accumulated in determining if an outage has continued for at least seventy-two (72) hours. In order to receive such credit, Customer must submit a written request to iHound Pty Ltd, stating the date and location of the Outage, the account(s) affected, and such other information as iHound Pty Ltd may reasonably require. Such notice must be received by iHound Pty Ltd within ten (10) business days following the last date of the period of Outage. Except as provided herein, iHound Pty Ltd shall incur no liability for Outages.

**12. Misuse of Service.** Service to Customer may be restricted or cancelled if there is a reasonable suspicion of misuse or fraudulent use. In the event of misuse or fraudulent use of the Service which includes, but is not limited to, (i) Attempting or assisting another to access, alter, or interfere with the communications and/or information about another wireless customer, (ii) Tampering with or making an unauthorised connection to the network, (iii) Installing any amplifiers, enhancers, repeaters, or other devices that modify the radio frequencies used to provide the Service, (iv) Subscription fraud, (v) Using the Service in such a manner so as to interfere unreasonably with the use of Service by one or more other wireless customers or to interfere unreasonably with the underlying carrier's ability to provide Service, (vi) Using the Service to convey obscene, salacious, or unlawful information; (vii) Using the Service without permission on a stolen or lost device, (viii) Unauthorised access, (ix) Taking any action that imposes an unreasonable or disproportionately large load on the Service infrastructure, (x) Using the Service in such a manner that it is not used in compliance with ACMA or FCC rules, iHound Pty Ltd may, without notice, take any necessary action, including interrupting, or even terminating Customer's Service. Customer will be responsible to iHound Pty Ltd for any costs incurred (including legal fees) as a result of misuse or fraudulent use of the Service. Customer agrees not to resell or re-bill the Service provided to Customer to any other individual or entity.

**13. Warranty.** iHound Pty Ltd offers the warranty terms for the Service, as set forth in this paragraph and on Exhibit A attached hereto and incorporated herein for all purposes. iHOUND PTY LTD FURNISHES AND CUSTOMER ACCEPTS THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY IN-VEHICLE HARDWARE AND SOFTWARE, ON AN "AS-IS", AS AVAILABLE BASIS WITH NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXPLICITLY DISCLAIMING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF SECURITY, AND INFRINGEMENT, REGARDING THE SERVICE TO CUSTOMER, OR ANY THIRD PARTY TO THE EXTENT iHOUND PTY LTD PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES. iHOUND PTY LTD ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF. iHound Pty Ltd is not responsible for problems caused by changes made by Customer, problems with Customer computer hardware, operating systems, or operating characteristics, or for problems in the interaction of the hardware or software with non-iHound Pty Ltd software components.

**14. Liability Limitation.** iHound Pty Ltd shall not be liable for any loss or damage which may arise in connection with the furnishing or use by Customer of iHound Pty Ltd products or services. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, iHOUND PTY LTD WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (A) FOR ANY AMOUNTS, INCLUDING LEGAL FEES, IN EXCESS OF THE AGGREGATE AMOUNT OF THE FEES PAID TO iHOUND PTY LTD HEREUNDER DURING THE TWO (2) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE OR (B) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, REVENUE, DATA OR USE, WHETHER IN CONTRACT OR TORT; OR (C) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES EVEN IF iHOUND PTY LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. iHOUND PTY LTD SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL NOR SHALL IT BE LIABLE FOR ANY WARRANTIES GRANTED BY ANY PERSON IN EXCESS OF THOSE GRANTED TO CUSTOMER HEREIN. iHOUND PTY LTD SHALL NOT, DURING OR AFTER ANY TERM OF THIS AGREEMENT, OWE ANY OBLIGATION OF COMPENSATION, INDEMNITY OR DAMAGES TO CUSTOMER WITH RESPECT TO GOODWILL OR MARKET SHARE CREATED BY EFFORTS HEREUNDER. The entire liability of iHound Pty Ltd and third parties who contribute to the Service and Customer's

exclusive remedy under or for breach of this agreement shall be refund of the service fees paid for the two (2) month period preceding the date the claim arose, regardless of any defect in the service, software, communications networks, or negligence on iHound Pty Ltd's part, or iHound Pty Ltd's subcontractor's part and regardless of the claim or form of action. IN NO EVENT WILL IHOUND PTY LTD OR THIRD PARTIES WHO CONTRIBUTE TO THE INSTALLATION OF THE IHOUND PTY LTD SYSTEM OR THE SERVICE BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, OR ANY OTHER PECUNIARY LOSS) THAT CUSTOMER OR ANY THIRD PARTY MIGHT INCUR DUE TO THE INSTALLATION OF THE IHOUND PTY LTD SYSTEM OR CUSTOMER'S USE OR INABILITY TO USE THE SERVICE OR IHOUND PTY LTD'S FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF IHOUND PTY LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES ALL RISK OF USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO, THE RISK OF TRAFFIC ACCIDENTS WHILE USING THE SERVICE. THE SERVICE IS NOT GUARANTEED AGAINST EAVESDROPPERS OR INTERCEPTORS. CUSTOMER AGREES THAT IHOUND PTY LTD SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR LACK OF PRIVACY OR SECURITY. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS IHOUND PTY LTD AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE FROM ANY LOSS, LIABILITY, INJURY, DEATH OR DAMAGE, OR CONSEQUENTIAL OR OTHERWISE, OCCASIONED BY, GROWING OUT OF, OR ARISING FROM CUSTOMER'S BREACH OF THIS AGREEMENT, USE OR MISUSE OF THE SERVICE OR ANY OTHER ACT OR FAILURE TO ACT BY CUSTOMER, CUSTOMER'S AGENTS OR EMPLOYEES. THE FAILURE OF CUSTOMER TO PERFORM ITS OBLIGATIONS UNDER ANY OTHER AGREEMENT BETWEEN IHOUND PTY LTD AND CUSTOMER SHALL BE A DEFAULT UNDER THIS AGREEMENT. Nothing in this Agreement shall limit or alter the indemnification rights of iHound Pty Ltd and/or Customer with respect to third party claims of infringement, including specifically any indemnification provided by iHound Pty Ltd's suppliers and service providers that covers both iHound Pty Ltd and Customer.

**15. Assignment.** This Agreement may not be assigned in whole or in any part by Customer to any other person without iHound Pty Ltd's written consent, which may be withheld in iHound Pty Ltd's sole discretion. iHound Pty Ltd reserves the right to assign this Agreement or subcontract any of its obligations hereunder to a third party.

**16. Export.** Customer shall not export, directly or indirectly, any item covered by this Agreement to any country in violation of any law or regulation, including without limitation any law or regulation of the Australian Government, New Zealand Government, Great Britain Government, U.S. Government or any agency. Customer is solely responsible for complying with all applicable export and import regulations and obtaining all necessary export and import licenses or permits for the direct or indirect export of import of any item covered by this Agreement. Customer will defend, indemnify and hold iHound Pty Ltd harmless against any liability (including legal fees) arising out of Customer's failure to comply with the terms of this paragraph.

**17. Waiver/Partial Invalidity.** The failure of iHound Pty Ltd to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality or unenforceability, or, if that is not possible, such provision shall, to the extent of such invalidity, illegality or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect, provided, however, that the court shall have authority and jurisdiction to and shall, add to this Agreement a provision as similar in terms and intended effect to such severed provision as may be possible and be legal, valid and enforceable.

**18. Notices.** Any notice required or permitted under these Terms and Conditions will be deemed given and served when personally delivered, or five (5) business days after being sent by reputable international courier requiring signature for receipt, addressed to the party at its notice address. Either party may change its notice address by written notice to the other. The Customer's notice address shall be its address appearing on the Quote. iHound Pty Ltd's notice address shall be iHound Pty Ltd, P.O.Box 168 Bowral NSW 2576, or such other address as reflected on the iHound Pty Ltd website at [www.hound.com.au](http://www.hound.com.au)

**19. General.** This Agreement along with any relevant end user license agreement(s), constitute the entire agreement between Customer and iHound Pty Ltd, and supersedes any and all prior agreements, negotiations and communications (whether written, oral or electronic) between Customer and iHound Pty Ltd with respect to the iHound Pty Ltd System and the Service. Customer acknowledges that it/he/she has not relied on and will not claim that it/he/she is entitled to the benefits of any representations, promises, description of services, or other statement made by the Dealer or any iHound Pty Ltd representative. The parties agree that this is a contract for services, not goods and therefore the Commercial Code does not apply. No change, modification, or waiver of the terms and conditions of this Agreement, shall be binding on iHound Pty Ltd unless made in writing by an officer of iHound Pty Ltd.

**20. Governing Law; Claims.** Customer acknowledges that the services provided under this Agreement consist primarily of monitoring services provided in Australia and New Zealand. This Agreement shall be construed in accordance with the laws of the State of New South Wales Australia. Jurisdiction for any actions brought to enforce or interpret this Agreement or otherwise relating to the services provided under this Agreement shall be only in the Justice, County, District, or Federal Courts of NSW Australia.

Customer agrees that regardless of any statute or law to the contrary, any lawsuit in respect of a claim or cause of action arising out of or related to use of the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### **21. Carrier Required Disclosures.**

A. CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN iHOUND PTY LTD AND THE UNDERLYING CARRIER. CUSTOMER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, CUSTOMER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES DURING THE TWO (2) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.

B. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS THE UNDERLYING WIRELESS SERVICE CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS AGREEMENT OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE NUMBER EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

C. CUSTOMER HAS NO PROPRIETARY RIGHT IN ANY NUMBER ASSIGNED TO IT AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.

D. CUSTOMER UNDERSTANDS THAT iHOUND PTY LTD AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

**END**

#### **EXHIBIT A**

#### **TERMS AND CONDITIONS OF STANDARD ONE YEAR WARRANTY TO CUSTOMER**

##### **1. WHAT IS COVERED BY THIS WARRANTY**

iHound Pty Ltd ("iHound Pty Ltd") warrants for the duration of this warranty that iHound Pty Ltd's products purchased from iHound Pty Ltd or from an iHound Pty Ltd authorised reseller, which are comprised of the iHound Pty Ltd System family of products ("Products") produced by iHound Pty Ltd are to be free from defects in material and workmanship under normal use and service subject to the terms and conditions set out below. This Limited Warranty applies to iHound Pty Ltd's core proprietary Products and excludes all other products and accessories supplied and/or distributed but not manufactured by iHound Pty Ltd ("Accessories") which are expressly warranted by their respective manufacturers. Software media and the contained data are not covered under this Limited Warranty. This Limited Warranty extends only to the original purchaser of Products from iHound Pty Ltd or an iHound Pty Ltd authorised reseller (the "Original Purchaser"). This Limited Warranty is not transferable and covers only the cost of replacement parts, and not the cost of labour associated with repairs.

##### **2. LENGTH OF WARRANTY**

The Warranty is valid for a period of one (1) year for the iHound Pty Ltd System family of products from the date of receipt of Products by the Original Purchaser and for the period of time offered by the individual manufacturers for any Accessories sold by iHound Pty Ltd. During such period, iHound Pty Ltd will, at its option, either repair or replace with new or reconditioned (of equal or better quality) parts any of the Products sold by iHound Pty Ltd which prove to be defective, provided that such Products are returned in accordance with

the terms of this Limited Warranty. All exchanged parts and Products replaced under this Limited Warranty will become the property of iHound Pty Ltd. The warranty period for any Accessories is as provided by the individual manufacturer.

### 3. TERMS AND CONDITIONS

This Limited Warranty does not cover any Product not purchased from iHound Pty Ltd or from an Authorised iHound Pty Ltd reseller. This Warranty also does not cover damage resulting from the following:

(i) abuse, accident or misuse; (ii) modifications and/or alterations of the Product not performed by iHound Pty Ltd or an Authorised iHound Pty Ltd Service Repair Centre; (iii) the use of parts not produced or approved by iHound Pty Ltd; (iv) exposure of the Product to operating or environmental conditions other than in accordance with iHound Pty Ltd's written specifications; (v) service work undertaken by anyone other than iHound Pty Ltd or an authorised iHound Pty Ltd Service Repair Centre; or (vi) improper installation, testing, operating, use or handling of the Product. No suit, litigation, or action shall be brought based on the alleged breach of this Warranty or implied warranties more than two (2) years after the date of purchase by the Original Purchaser in those jurisdictions allowing such a limitation; otherwise, no such action shall be brought more than two (2) years after the expiration of this Limited Warranty.

### 4. HOW TO OBTAIN WARRANTY SERVICE

Immediately notify iHound Pty Ltd or the iHound Pty Ltd authorised reseller who sold the iHound Pty Ltd Products of problems encountered during the warranty period.

### 5. ADDITIONAL INFORMATION

(i) The agents, resellers and employees of iHound Pty Ltd are not authorised to make modifications to this Limited Warranty, or additional representations, warranties or conditions binding on iHound Pty Ltd about or for Products, Accessories, or other products sold or licensed by iHound Pty Ltd. Additional statements, whether oral or written, except signed written statements from an officer of iHound Pty Ltd, do not constitute warranties and should not be relied upon.

(ii) This Limited Warranty gives you specific legal rights. You may also have other rights, which vary from one jurisdiction to another.

(iii) For certain Products and Accessories supplied and/or distributed by iHound Pty Ltd but expressly warranted by the manufacturer of such products, iHound Pty Ltd will provide a warranty depot service. Where applicable, information about this service will be included.

(iv) FOR ANY BREACH OR DEFAULT BY IHOUND PTY LTD OF THIS LIMITED WARRANTY OR WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO THE PRODUCTS AND ACCESSORIES, IHOUND PTY LTD'S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO IHOUND PTY LTD OR TO IHOUND PTY LTD'S AUTHORISED RESELLER FOR THE PRODUCT OR ACCESSORY THAT IS THE SUBJECT OF THE CLAIM.

(v) IHOUND PTY LTD, ITS AFFILIATES, SUPPLIERS AND AUTHORISED RESELLERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, FAILURE TO REALISE EXPECTED SAVINGS, LOST DATA OR OTHER ECONOMIC LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH, ARISING OUT OF THE USE OR INABILITY TO USE A PRODUCT OR ACCESSORY EVEN IF IHOUND PTY LTD, ITS AFFILIATES, AUTHORISED RESELLERS OR SUPPLIERS HAVE BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF SUCH DAMAGES.

(vi) EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE, IHOUND PTY LTD DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE.

(vii) High Risk Activities. Using the iHound Pty Ltd System and products in connection with any of the following high risk activities shall void the warranty entirely: off-road driving, aviation, maritime, military, or any unlawful activity.

(viii) iHound Pty Ltd reserves the right to upgrade hardware, software and firmware at its discretion to the most current level where appropriate during standard warranty service.

(ix) Out of warranty repairs may, at iHound Pty Ltd's discretion, be completed at iHound Pty Ltd's then current rates for materials and labour.

## 6. COMPANY INFORMATION

All requests for warranty service should be made first to your authorised reseller and then to:

IHound Pty Ltd

[www.ihound.com.au](http://www.ihound.com.au)

[support@ihound.com.au](mailto:support@ihound.com.au)

## EXHIBIT B

### LATE PENALTY AND OTHER FEES

<b><u>Outstanding Customer Balance</u></b>	<b><u>Late Penalty Fee</u></b>
\$0 - \$499.99	\$20
\$500 - \$999.99	\$30
\$1000 - \$1999.99	\$60
\$2000 - \$2999.99	\$100
\$3000 - \$3999.99	\$140
\$4000 - \$4999.99	\$180
\$5000 - \$5999.99	\$220
\$6000 - \$6999.99	\$260
Over \$7000	\$300