

License Agreement for Telematics and Control Technology

Foreword

Good business relationships are well regulated. With this license agreement regarding telematics products and control units by Logtronics GmbH we, Logtronics GmbH, set the basis for our business relations concerning telematics and control units.

For further information, please send an E-Mail to info@logtronics.com or simply give us a call under +43 664 8519 445.

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1. General terms

- 1.1. The license agreement for telematics products and control units by Logtronics GmbH, hereafter named LOGTRONICS, applies to all deliveries and services regarding telematics products and control units provided by LOGTRONICS to the contractual partner. They also apply to any future transactions, even if this has not been specifically stated.
- 1.2. By acknowledging this license agreement, the contractual partner agrees to its inclusion into the contract that is to be concluded with LOGTRONICS.
- 1.3. General Terms and Conditions by the contractual partner shall not become part of the agreement between the involved parties, even if LOGTRONICS does not expressly object to their inclusion.
- 1.4. As subsidiary addition to the general terms and conditions of LOGTRONICS, the general conditions of delivery of the Austrian electricity- and electronics-industry, as well as the general conditions for software of the Austrian electronics-industry apply in their respective, up-to-date versions.
- 1.5. The obligations of LOGTRONICS apply exclusively within the limits of an order accepted by LOGTRONICS, or an or order confirmation issued by LOGTRONICS and these General Terms and Conditions in the sections corresponding to the type of order.

2. Liability Disclaimer

2.1. LOGTRONICS cannot be held liable for any of the following circumstances or may be prosecuted for recourse claims:

2.1.1.Environmental effects:

Interference caused by the environment can lead to technical failures of the GPS and the GSM / GPRS modules. Such environmental influences may consist of: precipitation such as snowfall, fog, rain. In addition, the ingress of water and moisture into the device or its external components can lead to malfunctions or destruction of the system / device - this usually happens due to improper installation of the device and leads to a loss of warranty.

2.1.2.External technical effects:

Due to malfunctions that can arise due to malfunctions in the GSM / GPRS network by the respective SIM card provider, it may be possible that data from the telematics device can be delayed, incorrectly received or not received. Disturbances in the GPS system may occur, such as a system shut down, noise, satellite drift or areas where GPS data cannot be received. This also applies to the use within buildings, garages, carports, shelters, containers or other closed or covered objects. Errors on or in the object to which the telematics device is connected may cause further errors in the system. (Faulty or weak power supply, contact defects, metal-coated glass panes, shielding by metallic or other materials / objects, etc.). The telematics devices actively transmit in setting-dependent intervals. Depending on the interval, the unit requires more energy than usual, which can lead to an empty supply or starter battery of the vehicle. By frequently installing and removing the device, the device can be affected, which can cause loss of warranty.

2.1.3.External human effects:

Disruptions caused by interference by a person e.g. by manipulation, incorrect installation of the equipment and its external components. So-called installation errors of a person can lead to contact problems with the power supply / inadequate reception of GSM / GPRS and GPS. Incorrect choice of installation position can cause moisture, water, dirt and dust to enter.

2.1.4.Data processing errors:

Data processing errors resulting from data that is not correctly or not received may result in data processing errors that may be reflected in incorrect mileage / lanes on digital maps / operating hours / position data / billing data and other resulting data.

2.1.5.Theft of the GPS tracking device, SIM card, Carrier object:

Logtronics assumes no liability for the theft of a vehicle, machine or object incorporating our GPS tracking devices. Also, a SIM card withdrawal and activation fee of 60 Euro net must be charged if a SIM card of the Logtronics GmbH is stolen from a device or together with the device.

In the case of the theft of a GPS tracking device, this must be purchased from Logtronics GmbH, if desired.

2.1.6. Defects regarding a GPS tracking device during the license period:

If a GPS tracking device becomes defective during the license term outside the warranty period, the already paid license fee cannot be refunded. However, if a new GPS tracking device is purchased from Logtronics GmbH, then the already existing license of the defective GPS tracking device continues to run normally.

3. Maintenance flat rate

- 3.1. Maintenance costs which apply to one of the above mentioned conditions, are charged with an hourly rate of € 98.00 net per travel/working hour.
- 3.2. Travel costs are charged with € 0.85 net per kilometer.
- 3.3. If Logtronics controls are installed in third party equipment and the equipment is placed on the market by the third party (i.e. dealer, middleman) said party will be responsible for any maintenance / malfunction. If the system is delivered to outside of Austria, which occurs within the field of activity of LOGTRONICS, the costs for all journeys made by LOGTRONICS will be charged directly to the third party (i.e. dealers, intermediaries).
- 3.4. Logtronics may refuse troubleshooting and maintenance if open items exist in the business relationship.

4. License duration

- 4.1. The contract period for the respective license type is the specified duration in years.
- 4.2. Within three months before the end of the contract period, the license will be extended by the stated duration in years.

Termination of the license is possible up to 3 months before the end of the contract period. After that the automatic extension (4.2) comes in effect.