

CARTRACK SERVICE AGREEMENT

1. PARTIES

The parties to this Agreement are: Cartrack Tanzania Limited (Cartrack) and the Subscriber whose details appear on the application form and who is bound by the terms of this Agreement by his signature on the application form and this Service Agreement.

2. DEFINITIONS

“Agreement” means this Cartrack Service Agreement, together with the application form which contains the Subscriber details and the transaction schedule detailing all the vehicles covered by this agreement;

“Cartrack Unit/hardware” means the electronic device and related equipment designed to communicate messages from the subscriber’s vehicle to the Cartrack control room;

“Fleet Management system” means Cartrack Software.

“Subscriber” means the Party whose details appear on the Subscription form to whom the Service and/or Cartrack Unit is provided.

“Subscription” means the fee payable bi-annually or annually in advance to Cartrack for the rendering of the Cartrack service

“Positioning Messages” means each message generated by the subscriber either by an observation request or by a subscriber requesting positions via the internet;

“Wording” means words referring to the singular shall include the plural and vice versa and words referring to one gender shall include the other gender, any reference to an actual person shall include a body corporate, firm or association and vice versa.

3. THE CARTRACK SERVICE

3.1. Subject to Subscriber payment of all applicable fees, Cartrack will supply the Services to the Subscriber for the Term on and according to the terms of this Agreement.

The term “Services” means, collectively:

3.1.1. Installation of Cartrack Unit/hardware,

3.1.2. the provision to Subscriber’s vehicle location, operation and other information (such as the location of the Monitored Vehicle, notifications of when the Monitored Vehicle goes into motion and such other information concerning the location or operation of the Monitored Vehicle).

3.2. Cartrack undertakes to respond to Subscriber that have subscribed to stolen vehicle recovery option whose tracking unit is installed for recovery and repatriation of said vehicle.

3.3. This service shall be rendered free of the additional charges in any country where Cartrack has an operational control room.

3.4. In the event that messages are received from stolen vehicles in any other country, Cartrack will submit a written quotation to the subscriber for the recovery of such vehicles. These vehicles will be recovered upon receipt of a written order from the client.

3.5. Due to the amount of variable involved Cartrack is unable to guarantee that the service will lead to the recovery of stolen vehicles. Cartrack however undertakes to refund all subscription fees of the unrecovered vehicle paid to Cartrack and to replace the lost Cartrack unit.

3.6. Additionally Cartrack offers a “Fleet Management” service to subscriber or by the subscriber using an internet

Print name: _____

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Date: _____

connection to the Cartrack control room.

- 3.7. The Cartrack unit is tested twice a month by the Cartrack control room, free of charge to the customer.

4. TERM

This agreement continues for a period of 12 months after the signing thereof and thereafter indefinitely until either party terminates by giving the other party one (1) month written notice.

5. HARDWARE WARRANTY

The Cartrack unit and the installation thereof shall carry a 12-month warranty, fair wear and tear excepted. Any maintenance and/or repairs shall be carried out at one of Cartrack's approved installation centers. The hardware remains the property of Cartrack.

6. FEES AND CHARGES:

- 6.1. As consideration for Cartrack undertaking to provide the Cartrack service, the subscriber shall pay Cartrack the Scriber fee upon signing of this Agreement.
- 6.2. Cartrack may from time to time increase the monthly Subscription fee upon at least three (3) month`s prior written notice to the subscriber.
- 6.3. The Subscriber shall deduct Withholding Tax out of the charged Subscription Fees only and not the VAT.

7. SUBSCRIBER`S GENERAL OBLIGATIONS

The subscriber must ensure that:

- 7.1. His contract details as per the Application Form remains up to date by notifying Cartrack in writing of any change;
- 7.2. The Cartrack Unit is used and operated in a proper and skillful manner;

- 7.3. Notify Cartrack immediately if he became aware of any damage or destruction of the Cartrack Unit;
- 7.4. He keeps the Cartrack emergency number handy and contacts the Cartrack control room as soon as possible after a theft or hijack event;
- 7.5. His vehicle is taken to an approved installation centre and become aware or made aware by Cartrack that the unit in his vehicle is at fault, failure to do so will lead to the suspension of the Cartrack service;
- 7.6. He keeps false alarms to a minimum. Cartrack reserves the right to only respond once positive confirmation of an event can be obtained in a scenario where an unreasonable amount of false alarms has been received Cartrack's judgments as to what constitutes an unreasonable amount would be binding.
- 7.7. He remains contactable in the event that he tests the system to avoid the unnecessary dispatching of response teams.

8. CUSTOMER CONSENT

The Subscriber agrees and authorizes Cartrack to make inquiries and submit data to credit reference bureau (CRB) in case of default on payment.

9. EXCLUSION OF LIABILITY

- 9.1. Cartrack and its agents, employees and independent subcontractors will not be liable for any loss or damage of whatsoever nature caused to the subscriber in consequence of any act or omission, or any failure to perform the Cartrack service pursuant to this agreement notwithstanding negligence on their part.

Print name: _____

Signature: _____

Date: _____

10. TERMINATION

- 10.1. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice.
- 10.2. Cartrack may immediately terminate this Agreement, by giving the Subscriber written notice:
 - 10.2.1. if the Subscriber fail to pay any amount owing to Cartrack in respect of a Service when due, and the Subscriber fail to pay that amount within 10 Business Days of receiving notice of failure to pay from Cartrack; or
 - 10.2.2. if the Subscriber materially breach a term of this Agreement, and fail to remedy that breach within thirty (30) days of receipt of a written notice from Cartrack requiring that breach to be remedied.
 - 10.2.3. If the Subscriber become bankrupt or insolvent;

11. GENERAL

- 11.1. If Cartrack is prevented or restricted directly or indirectly from carrying out all or any its obligations under this agreement by reason of force majeure, (being a cause beyond the control of Cartrack) Cartrack shall be relieved of its obligations hereunder during the period that such an event continues but only to the extent so prevented and shall not preclude the subscriber from terminating this agreement in accordance with the provisions hereof.
- 11.2. In the event the Subscriber’s Vehicle is fitted with Cartrack Unit which is streaming data, the Subscriber, as the owner of the data, hereby appoints Cartrack as its duly authorized agent to instruct the relevant service provider to also stream the data in real-time to the Cartrack platform.

- 11.3. This Agreement when read in conjunction with the Cartrack Form contains This Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreement, written or oral, in connection with the subject matter hereof.
- 11.4. No addition to, variation or consensual cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of all the parties.
- 11.5. No indulgence which any of the parties (“the grantor”) may grant to any other or others of them (the grantee(s)) shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from, exercising any rights against the grantee (s) which might have arisen in the past or which might arise in the future.
- 11.6. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in force and effect.
- 11.7. Any failure by either party to enforce the other party’s strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- 11.8. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of The United Republic of Tanzania applicable to contracts made and to be wholly performed within Tanzania.

Print name: _____

Signature: _____

Date: _____