

## FLEET COMPLETE®

### CLIENT SELF-INSTALLATION AGREEMENT

PLEASE READ THE FOLLOWING CLIENT SELF-INSTALLATION AGREEMENT BEFORE PROCEEDING WITH ANY INSTALLTION OF HARDWARE OR ANY OTHER EQUIPMENT ASSOCIATED WITH THIS AGREEMENT.

BY CLICKING ON THE "ACCEPT" OR "YES" BUTTON IN RESPONSE TO THE ENQUIRY AS TO ACCEPTANCE OF THE TERMS OF THIS SELF-INSTALLATION AGREEMENT, OR BY CHOOSING TO SELF-INSTALL THE HARDWARE OR EQUIPMENT, OR HAVE IT INSTALLED BY A CLIENT INSTALLER (ALL AS HEREINAFTER DEFINED), THAN: (A) YOU ARE ACCEPTING AND AGREEING TO, AND LEGALLY BINDING YOU, AS A LEGAL ENTITY OR A LEGAL ENTITY WHICH YOU REPRESENT AS AN EMPLOYEE OR AGENT (COLLECTIVELY THE "YOU" OR "CLIENT") TO, THE TERMS AND CONDITIONS OF THIS SELF-INSTALLATION AGREEMENT (THE "AGREEMENT"); (B) THIS AGREEMENT SHALL BE A LEGALLY BINDING AGREEMENT BY AND BETWEEN THE CLIENT AND COMPLETE INNOVATIONS USA INC., ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATE, FLEET COMPLETE AUSTRALIA PTY LTD ABN 78 614 855 300 (COLLECTIVELY "FLEET COMPLETE" OR "FC"); AND (C) BY CHOOSING TO SELF-INSTALL THE EQUIPMENT, OR HAVE IT INSTALLED BY A CLIENT INSTALLER (AS HEREINAFTER DEFINED), CLIENT ASSUMES SOLE RESPONSIBILITY FOR DOING SO CORRECTLY. IF YOU DO NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THEN YOU ARE NOT AUTHORIZED TO INSTALL THE HARDWARE OR EQUIPMENT OR HAVE THE HARDWARE OR EQUIPEMNT INSTALLED BY A CLIENT INSTALLER (AS HEREINAFTER DEFINED).

THE RIGHT TO INSTALL THE HARDWARE AND EQUIPMENT IS CONDITIONAL UPON ACCEPTANCE OF THIS AGREEMENT.

If Client retains or engages the services of a third party installer that is not a FC Certified Installer (a "**Client Installer**") to install the Fleet Complete® hardware, GPS modem, subscriber devices or accessories (collectively "**Hardware**"), Client is responsible for the acts and omissions of the Client Installer.

Please contact Fulfillment at Fleet Complete [1300 653 395](tel:1300653395) for assistance with the installation of any Hardware. For in-depth Technical Support, please contact [1300 653 395](tel:1300653395)

### INSTALLATION OF EQUIPMENT

The Fleet Complete Solution (the "**System**") requires the installation of Hardware, provided by FC, in Client vehicles and/or other mobile equipment. Client has advised FC that it wishes to have its own Client Installer install the System and the Hardware in Client's vehicles and/or other mobile equipment, as well as to service the System and the Hardware when necessary.

To assist in the initial installation please refer to the Fleet Complete Installation Manual for the System and the Hardware provided by FC. FC also provides documentation for the System (the "**Documentation**") as part of the license fees for the System. In order to ensure the proper functioning of the System and the Hardware, the initial installation must be completed by Client or Client Installers strictly in accordance with

the steps, procedures and requirements of the Installation Manual and any further instructions, procedures and directions in the Documentation or as otherwise directed in writing by FC.

FAILURE TO INSTALL THE HARDWARE AND SYSTEM IN ACCORDANCE WITH THE FLEET COMPLETE® INSTALLATION MANUAL AND DOCUMENTATION MAY RESULT IN THE VOIDING OF THE HARDWARE WARRANTY.

## **ONSITE INSTALLATION AND OTHER SERVICES**

### **Initial Installation**

In order to ensure the proper initial installation of the System and the Hardware and the on-going performance of the System and the Hardware in accordance with the Documentation, FC will provide Client or its Client Installer(s) with reasonable telephone or online support during the initial installation process and/or provide telephone or online support to rectify any problems with the initial installation completed by the Client Installer. If Client is unable to install the equipment, FC will dispatch Fleet Complete Certified Installers to install the System and the Hardware subject to FC's then-current installation services fees.

### **Ongoing Support**

FC will also provide Client Installers with reasonable telephone or online support for the System and the Hardware, which will include making FC's Installer Portal available to Client Installers.

### **Onsite Services**

If Client reports problems with the initial installation, FC may, with Client's prior approval, dispatch FC's own Certified Installers to install, inspect and/or diagnose the problems with the initial installation. FC's standard installations fees and charges will apply to any onsite services provided by FC as a result of a faulty defective initial installation. If there is found to be an equipment or infrastructure fault caused by FC (faulty equipment), the service charges and replacement equipment are covered under warranty.

Client hereby authorizes FC to invoice the Client for any installation services provided by FC through Client's telecommunications carrier's billing system. Client shall make appropriate Client personnel available to FC to assist FC with troubleshooting and support of the Hardware and System.

## **WAIVER AND RELEASE**

Client hereby releases FC and its directors, officers, shareholders, partners, employees, related parties, representatives and successors (the "**FC Group**") from and hereby waive as against the FC Group any and all recourses, claims, causes of actions, losses and damages of any kind whatsoever, whether at law or in equity, whether direct, indirect or consequential, and howsoever caused, including negligence, gross negligence, willful act or omission, breach of contract or breach of any statutory, regulatory or other duty of care (collectively, "**Claims**"), in respect of any losses or damages suffered including death, injury, loss, damage, expense, property damage, loss of employment, economic or consequential loss or future loss of income howsoever caused (collectively, "**Losses**"), arising from or relating in any way to the installation of the equipment by Client or its installer.

Client hereby covenants not to make any Claims or pursue any proceedings against the FC Group, or any individual, corporation or other legal entity that might claim contribution or indemnity against the the FC

Group, whether under the provisions of any statute or otherwise, with respect to any issue arising from or relating in any way to Client's (or its installer's) installation of the equipment.

**INDEMNITY**

Client hereby agrees to fully indemnify, hold and save harmless the FC Group, and each of them, from and against any and all liabilities, losses, damages, fines, costs, penalties or expenses (including legal fees and disbursements on a solicitor and own-client basis) that any of the FC Group may incur due to any claim made against any of them arising from or relating in any way to Client's (or its installer's) installation of the equipment.

