

## DIRECT CUSTOMER SERVICE SCHEDULE – O2 SMART TRACKING SERVICE

The following additional terms and conditions apply to the provision of the O2 Smart Tracking Services (the “**Smart Tracking Service**”).

### 1 DEFINITIONS

In this Agreement, in addition to those terms defined in the General Conditions, the Mobile Terms and the Mobile Equipment Terms, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“Application(s)”	means the applications provided as part of the Smart Tracking Service and subject to the End User Agreement;
“Customer Data”	means personal data (as defined in the Data Protection Act 1998 or its successor legislation) of the Customer or End User or its employees or representatives supplied by the Customer or its employees or representatives to O2 or the Licensor solely in respect of the provision of Services or in respect of which access is granted to O2 and/or the Licensor by the Customer or End User in connection with use of the Smart Tracking Service;
“End User”	means the end users to whom the Customer provides the Smart Tracking Service under the terms of this Agreement and the End User Licence Agreement;
“End User Licence Agreement”	means Geotab’s end user agreement, located at the following website and which may be updated from time to time: <a href="https://my.geotab.com/eula.html">https://my.geotab.com/eula.html</a>
“Licensor”	means Geotab Inc. (a Canadian corporation) of 1075 North Service Road, Oakville, Ontario Canada L6M 2G2 (“Geotab”);
“O2 Representatives”	means any O2 Employees or representatives or any representative of the Licensor who provide the Services on behalf of O2 and the Licensor;
“Smart Tracking Service”	means the services including Mobile Services over the O2 Network or other Networks which includes the provision of and utilisation of Devices, Applications, SIM Cards and software as a means of communicating Telematics Data from various Devices and locations to a central control facility or facilities as further described in Appendix 1; and
“Telematics Data”	means the telematics GPS, accelerometer and vehicle engine code data transmitted over the mobile network from the Device installed in the vehicle. This includes all location, speed, direction, vehicle diagnostics, harsh braking, cornering and acceleration data and any other telematics data provided in the future as a result of technology enhancements.

### 2 MOBILE SERVICE

- 2.1 The Service is a “Mobile Service” and the Mobile Terms and Mobile Equipment Terms apply.
- 2.2 O2 is an authorised reseller of the Smart Tracking Service. In strict accordance with the terms of this Agreement, O2 grants the Customer the right to provide the Smart Tracking Service direct to End Users in the United Kingdom only. The Customer and its End Users are not permitted to resell the Smart Tracking Service.
- 2.3 For the avoidance of doubt, in the event of any conflicts between the terms of the End User Licence Agreement and this Agreement, this Agreement shall prevail.
- 2.4 Nothing in this Agreement shall entitle the Customer to:
  - a) any priority of supply in relation to the Services and SIM Cards as against O2’s other customers;  
or

- b) any right or remedy against O2 if any Services and SIM Cards similar to the Services and the SIM Cards are sold in the United Kingdom by any person, firm or company other than O2.

2.5 All rights not granted by O2 herein are expressly reserved.

### **3 CUSTOMER OBLIGATIONS**

3.1 Provision of the Smart Tracking Service is subject to the Customer:

- a) complying at all times with the provisions of this Agreement;
- b) paying the Charges as set out in the Commercial Schedule;
- c) at all times complying, and procuring that its End Users comply, with the terms of the End User Licence Agreement;
- d) complying with any reasonable instruction given to it from time to time by O2 or an O2 Representative in relation to the provision of the Smart Tracking Service; and
- e) providing full, accurate and not misleading information to End Users about the Smart Tracking Service; and
- f) not copying, reverse engineering or modifying any aspect of the Smart Tracking Service or authorised device provided by O2 in any way (including encouraging the misuse of SIM Cards) save as permitted by law.

3.2 The Customer remains liable in full for any Charges for the Smart Tracking Service and for any misuse by an End User of an O2 SIM Card.

3.3 O2 reserves the right to terminate the Smart Tracking Service immediately in the event of a breach by the Customer or End User of this clause 3

3.4 The Customer shall immediately notify O2 if it becomes aware of anything which may have a material adverse effect on O2's ability to provide the Smart Tracking Service.

### **4 INSTALLATION**

4.1 At the Customer's request, O2 can provide an installation service for Devices associated with the Smart Tracking service ("**Installation**").

4.2 Should the Customer, any employee and/or End User choose to self-install Devices, O2 shall not be responsible any damage or loss whatsoever resulting for such self-installation. Where self-installing, the Customer shall ensure that they, any employee and/or End User:

- a) are certified to perform Installations by going to the following site: <https://www.geotab.com/become-installer/>, reading the training documentation, completing the training modules and accepting the terms and conditions; and
- b) complies with the manufacturer Installation instructions included in the Device packaging.

4.3 Should the Customer require Installation training from O2, they may request O2 to provide a quote for this service. O2 may, for any reason, choose not to assist with Installation training.

### **5 SERVICE LEVELS**

The Smart Tracking Service shall be performed in accordance with O2's non-binding Customer Service Charter, which shall be supplied to the Customer as part of the on-boarding process, or as otherwise requested by the Customer.

### **6 CHARGES**

6.1 The Charges for the Services, including details of any Minimum Period, Minimum Term and/or Termination Fees are set out in the Commercial Schedule.

## **7 ORDERS**

- 7.1 The Customer shall be entitled to place with O2 an order for the purchase of Services from time to time.
- 7.2 O2's acceptance of an order is subject to availability and O2 may reject any order without any liability to O2. In the event that O2 accepts an order, that order will be processed accordingly. Any order, once accepted by O2, may not be revoked by the Customer.
- 7.3 O2 reserves the right to add to, substitute, or to discontinue any Device at any time. O2 does not guarantee the continuing availability of any particular Device.

## **8 DELIVERY, ACCEPTANCE AND RISK**

- 8.1 O2 Representatives will deliver the Devices to the address specified on the completed order provided that address is within the United Kingdom.
- 8.2 Risk in Devices will pass to the Customer once the Device is dispatched to the Customer. The Customer shall not be liable for any loss or damage to the item of Devices to the extent that such loss or damage is caused by the negligence of O2 or O2 Representative.

## **9 WARRANTIES**

- 9.1 O2 warrants that the Devices will conform in all material respects to the manufacturer's specification for a period of 36 months from the date on which the Device is dispatched to the Customer ("**Warranty Period**").
- 9.2 If, within the relevant Warranty Period, the Customer notifies O2 of any defect or fault in the Devices arising under normal use in consequence of which it fails to conform in any material respect with the manufacturer's specification O2 shall, at O2's option either:

- a) repair the faulty Devices; or
- b) replace the faulty Devices with the same or an equivalent item of Devices which may be a new or refurbished item.

providing that the Customer notifies O2 in writing in good time of noticing the defect, or when the Customer could reasonably have been expected to notice the defect.

- 9.3 After 6 months of the Warranty Period has elapsed, the Customer must pay any shipping costs associated with returning any Devices to O2 pursuant to clause 9.2 above.
- 9.4 The aforementioned liability of O2 above in this clause 9 will be the Customer's sole remedy in respect of the supply of defective Devices and will be in full and final settlement of and represents the entire liability of O2 for the Devices arising under or in connection with this Agreement and, accordingly, O2 shall not be liable to the Customer in connection with the Devices for any other losses, costs, claims, damages, liabilities or expenses arising to the Customer (including without limitation replacement and renewal costs) whether in contract, tort (including negligence) or otherwise however arising all of which are fully excluded.
- 9.5 The warranty obligations set out in this clause 9 shall not apply in the event that a person has made unauthorised modifications or damaged the Devices, or used them for a purpose or in a context, other than in accordance with O2's or the manufacturer's instructions and advice.

## **10 LIMITATION OF LIABILITY**

- 10.1 O2 shall not be liable for any loss or damage resulting from any of the following excluded circumstances: (a) tampering with the Applications or Device(s); (b) improper use of the Smart Tracking Service; (c) unauthorised additions to or repairs of the Device(s); (d) accidental or intentional damage to the Device(s); and/or (e) Installation of the Device by Customer or End User other than in accordance with clause 4 above.
- 10.2 O2 shall not be liable for any delay or failure to supply the Services that are caused by:

- a) the Customer, their employees/representatives or an End User, or which is due to circumstances beyond O2's reasonable control. Under such circumstances O2 shall be entitled to a reasonable extension of time for the fulfilment of its obligations; or
  - b) the Customer's or End User's inability to use, or errors in the functioning of, the Devices, which are attributable to operator error, provision of incomplete and/or incorrect information by the Customer or End User, power failures, malicious interference and/or any downtime or outages from any supplier or other lack of coverage of the mobile telecommunications network used by the Devices.
- 10.3 The liability of O2, whether in contract, tort (including negligence), misrepresentation or otherwise, for any loss or damage suffered by the Customer as a result of any breach or performance of the Agreement, or any delay, defect or other failure in relation to the Devices, the Services and/or the installation of the Devices shall be limited to the greater of:
- a) the refund of the total sums that have been paid by the Customer in respect of the Services prior to notification of the relevant defect in the Devices and/or the Services; or
  - b) the sums that would be due in respect of a twelve (12) month period under the Agreement in respect of the Devices and the Services.
- 10.4 The Customer acknowledges that End Users should not rely on the Smart Tracking Service in situations where a) failure of the same may result in a risk of death or personal injury; b) in critical and emergency situations which require fail-safe controls or delivery of information, including without limitation any operations involving radioactive or hazardous materials; or c) used in connection with life support systems, munitions or weapons. If the Customer or End User uses the Smart Tracking Service in or for such situations, this shall be strictly at their own risk and O2 shall not be liable for any resulting harm or damages.
- 10.5 The Customer shall indemnify O2 against all claims, cost of legal proceedings, damages and expenses awarded against or incurred by O2 as a result of the Customer or End User knowingly or negligently spreading a virus during the sale, installation or use of the Smart Tracking Service which results in a claim being brought against O2 or the Licensor.

## 11 CUSTOMER DATA

- 11.1 The Customer warrants that it has complied and will continue to comply with the provisions of the Data Protection Act 1998 ("**DPA**") in relation to any Customer Data and that use of the Smart Tracking Service will be entirely consistent with and appropriate to the specific and lawful purposes (if any) for which the Customer is a Data Controller (as that term is defined in the DPA) in respect of the Customer Data.
- 11.2 The Customer acknowledges and agrees, and shall ensure that any End Users acknowledge and agree, that, in the course of using the Smart Tracking Service or customer support, where Customer Data has been volunteered by the Customer or End User or forms part of the Telematics Data, O2 and the Licensor might each be a data processor (as that term is defined in the DPA) of Customer Data where the processing of such Customer Data is required by the End User in connection with O2's provision of the Smart Tracking Service and any associated customer support.
- 11.3 Customer shall ensure that any End Users (e.g. drivers) whose Customer Data might be provided or may be required to be processed in the course of provision of the Smart Tracking Service, has provided consent to the processing of any Customer Data by O2, O2 Representatives or the Licensor.
- 11.4 Customer acknowledges and agrees that it shall be the Data Controller for these purposes and shall be responsible for obtaining any required consents under the DPA given the processing of location data.
- 11.5 Customer shall indemnify and hold harmless O2 in relation to any fines, costs, losses, damages or claims, including any claims or fines for unlawful processing, arising as a result of any failure by Customer to comply with the terms of this clause 11.
- 11.6 The Customer agrees that the Telematics Data can be accessed and used by O2 and/or Licensor for the operation of the Services including, without limitation, Customer and End User support, updates and improvements. The Customer agrees that O2 shall have access to and may use the bulk and

anonymised Telematics Data which is not Customer Data without limitation, for its own business purposes including but not limited to statistical analysis, use with or in other O2 products and services, and in some instances provision to third parties.

## APPENDIX ONE

### O2 SMART TRACKING SERVICES DESCRIPTION

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The Smart Tracking Service comprises:

#### **Hardware**

O2 will provide telematics devices that attach to the diagnostics port of the vehicle either overtly or covertly through an installation harness. The Smart Tracking Service will report on vehicle location, driver behaviour and vehicle diagnostics depending on what solution has been purchased. Accessories are available to expand the Device so other auxiliary hardware can be connected

#### **Connectivity**

O2 provide data connectivity as part of the fixed monthly service subscription to the Smart Tracking Service for all EU28 European countries through O2's roaming partners. O2 shall use other mobile network operators for connectivity to maximize coverage for the Smart Tracking Service in the UK.

#### **Installation**

Customers and End Users can self-install the Device but must have completed the Installation training, read all relevant documentation and accepted the terms and conditions available at: [www.geotab.com/become-installer](http://www.geotab.com/become-installer) prior to fitting the Device.

#### **Applications**

O2 has a secure web portal where vehicle and driver information captured by the Device, which can be viewed on maps or analysed through tools and reports. Application programming interface ("API") is available, which allows the telematics information to be inputted directly into business system which is fully supported through the Software Development Kit (SDK) <https://my.geotab.com/sdk/>

#### **Implementation**

A dedicated implementation manager will be allocated to work with the Customer to coordinate the logistics of stock, Installation and training requirements for the Smart Tracking Service all the way through to completion.