Telematics Services Terms and Conditions

Please read these Terms carefully. All contracts that Matrix may enter into from time to time for the provision of Hardware, the Telematics Services and all Data related services shall be governed by these Terms.

1. Definitions

1.1 In these Terms, except to the extent expressly provided otherwise:

"**Access Credentials**" means the usernames, passwords and other credentials enabling access to the Telematics Services, including both access credentials for the User Interface;

"**Additional Subscriptions**" means any further Subscriptions ordered by the Customer using the Additional Subscription purchase process set out in the Order Form;

"**Affiliate**" means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time;

"**Agreement**" means a contract between the parties incorporating these Terms, namely the terms within the Order Form, the main body of these Terms and the Schedules, including any amendments to that documentation from time to time;

"**Anti-Corruption Laws**" means all applicable anti-bribery and anti-corruption laws (including Division 70 of the Criminal Code Act 1995 (Cth)));

"**Anti-Slavery Laws**" means all applicable anti-slavery and anti-human trafficking laws (including the Modern Slavery Act 2018 (Cth)));

"**Anti-Tax Evasion Laws**" means all applicable anti-tax evasion laws (including the relevant provisions of the Taxation Administration Act 1953 (Cth));

"**Authorised User"** means those persons who are authorised by the Customer or an Affiliate of the Customer to use the Telematics Service;

"**Business Day**" means any day other than a Saturday, Sunday or public holiday in Victoria, Australia;

"**Business Hours**" means the hours of 09:00 to 17:00 AEST/AEDT (Melbourne time) on a Business Day;

"**Charges**" means the following amounts:

(a) the amounts specified in the Order Form; and

(b) such amounts as may be agreed in writing by the parties from time to time;

"**Confidential Information**" means any information disclosed (whether disclosed in writing, orally or otherwise) by one party to the other that is marked or described as "confidential" or should have been reasonably understood by the other party at the time of disclosure to be confidential, and the Terms of the Agreement; in the case of the Customer, the Confidential Information includes the Customer Data but excludes Customer Personal Data; in the case of Matrix, Confidential Information includes the Platform, the Telematics Services and the Documentation. Confidential Information shall not include:

(a) information that is publicly known (other than through a breach of an obligation of confidence);

(b) information that is in possession of the other party prior to disclosure without an obligation of confidence; or

(c) information that is received by the recipient from an independent third party who has a right to disclose the relevant information;

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by the Customer; generated by Authorised Users in the course of using the Telematics Services; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to Matrix for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Telematics Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

"**Customer Default**" has the meaning given in Clause 3.5;

"**Customer Indemnity Event**" has the meaning given to it in Clause 20.4;

"**Customer Personal Data**" means any Personal Data that is processed by Matrix on behalf of the Customer in relation to the Agreement. Customer Personal Data excludes any Personal Data with respect to which Matrix is a controller (such as, but not limited to, business contact information relating to the Customer's personnel and representatives used for the purposes of entering into and performing the Agreement, communicating with the Customer in connection with the Agreement, setting up Access Credentials and invoicing and receiving payments of the Charges);

"**Data Feeds"** means the data feed generated by each unit of Hardware;

"**Data Protection Laws**" means the Privacy Act 1988 (Cth), the Australian Privacy Principles, and any mandatory Australian privacy legislation and all other applicable laws relating to the processing of Personal Data;

"**Defect**" means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Telematics Services, but excluding any defect, error or bug caused by or arising as a result of:

(a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Telematics Services;

(b) any use of the Platform or Telematics Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;

(c) a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or

(d) an incompatibility between the Platform or Telematics Services and any other system, network, application, program, hardware or software not specified as compatible in the Specification;

"**Documentation**" means the documentation for the Telematics Services produced by Matrix and delivered or made available by Matrix to the Customer;

"**Effective Date**" means the date the Customer completes the Order Form and submits their order through the Order Portal;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

"GST" means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation or regulations, as amended from time to time, and includes any additional tax, penalty, fine, interest or other charge under that legislation.

"**Hardware**" means any telematics device [meeting Matrix's minimum system requirements] which transmits positional and status data required to enjoy the Telematics Services (and if such devices are to be supplied by Matrix, as set out in the Order Form);

"**Initial Subscription Term**" means in respect of a Subscription, the period stated beginning on the Subscription Start Date as stated on the Order Form;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Matrix Indemnity Event**" has the meaning given to it in Clause 20.1;

"**Mobile App**" means the mobile application that is made available by Matrix to authorised end users through the *Google Play Store* and the *Apple App Store*;

"**Order Form**" means an online order form for the Hardware (if relevant) and Services published by Matrix through the Order Portal and completed and submitted by the Customer, in each case incorporating these Terms by reference;

"**Order Portal**" means the online platform provided by Matrix through which the Customer may order the Hardware (if relevant) and Services;

"**Personal Data**" means personal data as defined under any of the Data Protection Laws;

"**Platform**" means the platform managed by Matrix and used by Matrix to provide the Telematics Services, including the application and database software for the Telematics Services, the system and server software used to provide the Telematics Services, and the computer hardware on which that application, database, system and server software is installed;

"**Renewal Subscription Term**" has the meaning given in Clause 2.2;

"**Services**" means any services that Matrix provides to the Customer, or has an obligation to provide to the Customer, under these Terms;

"**Set Up Services**" means the configuration, implementation and integration of the Telematics Services as set out in the Order Form;

"**Specification**" means the specification for the Platform and Telematics Services set out in the Order Form and in the Documentation;

"**Subscription**" means in respect of each Data Feed, the right to use the Telematics Service in respect of that Data Feed;

"**Subscription Start Date**" means the date on which Matrix is to start provision of the Telematics Services for a Data Feed, as specified in the Order Form or (for Additional Data Feeds) as notified by Matrix to the Customer;

"**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Telematics Services, but shall not include the provision of training services;

"**Supported Web Browser**" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that Matrix agrees in writing shall be supported;

"**Telematics Services**" means the telematics services as set out in the Order Form, which will be made available by Matrix to the Customer as a service via the internet in accordance with these Terms;

"**Terms**" means all the documentation containing the provisions of the Agreement, namely the Order Form, the main body of these Terms and the Schedules, including any amendments to that documentation from time to time;

"**Third Party Services**" means any hosted, cloud or software-based services provided by any third party that are or may be integrated with the Telematics Services by Matrix from time to time;

and

"**User Interface**" means the interface for the Telematics Services designed to allow individual human users to access and use the Telematics Services.

1.2 These Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate (including without limitation purchase order terms), or which are implied by law, trade custom, practice or course of dealing and the Customer hereby waives any right it might otherwise have to rely upon its own Terms.

1.3 If there is an inconsistency between any of the provisions in the documents comprising the Agreement, the following order of precedence will prevail (highest to lowest): the Order Form; the main body of these Terms; the Schedules.

2. Term

2.1 The Agreement shall come into effect upon the Effective Date. Unless terminated earlier in accordance with Clause 23 (Termination), the Agreement shall continue indefinitely.

2.2 In order to access the Telematics Services, the Customer shall purchase Subscriptions. Each Subscription shall come into effect upon the Subscription Start Date. Unless terminated earlier in accordance with this clause 16, each Subscription shall continue for the Initial Subscription Term and shall automatically extend for 12-monthly periods (**Renewal Subscription Term**) at the end of the Initial Subscription Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 90 days before the end of the relevant Initial Subscription Term or Renewal Subscription Term, to terminate a Subscription at the end of its Initial Subscription Term or one of its Renewal Subscription Terms, as the case may be.

3. Set Up Services

3.1 This Clause 3 shall only apply if the Order Form includes Set Up Services.

3.2 Matrix shall provide the Set Up Services to the Customer with reasonable skill and care and shall and in accordance with all relevant policies and procedures written and maintained by Matrix or the manufacturer of the Hardware.

3.3 Matrix shall use all reasonable endeavours to meet any performance dates for the Set Up Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Set Up Services.

3.4 The Customer shall be responsible for procuring any third party co-operation reasonably required by Matrix to enable Matrix to perform the Set Up Services.

3.5 If Matrix's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default"**):

(a) without limiting or affecting any other right or remedy available to it, Matrix may suspend the provision of the Set Up Services until the Customer remedies the Customer Default, and may rely on the Customer's Default to relieve it from performance of any of its obligations in each case to the extent the Customer's Default prevents or delays Matrix's performance of any of its obligations; and

(b) Matrix shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Matrix's failure or delay to perform any of its obligations under the Agreement.

3.6 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by Matrix shall be the exclusive property of Matrix.

4. Hardware

4.1 If the Order Form includes the purchase of Hardware, the terms set out in Schedule 3 shall apply.

4.2 If the Order Form does not include Set Up Services, the Customer acknowledges and agrees that it is the Customer's responsibility to ensure that sufficient compatible Hardware meeting Matrix's minimum system requirements is installed

and operational prior to Subscription Start Date and Matrix shall not be liable for any failure to provide the Telematics Services if the requisite Hardware is not installed and providing an operational data feed compatible with the Platform.

4.3 Matrix is not responsible for any loss, damage, malfunction or vehicle performance issues resulting from installation performed by the Customer or third-party installers not engaged by Matrix.

5. Telematics Services

5.1 Matrix shall provide, or shall ensure that the Platform will provide, to the Customer upon the Subscription Start Date the Access Credentials necessary to enable the Customer to access and use the Telematics Services.

5.2 Matrix hereby grants to the Customer a worldwide, non-exclusive licence to use the Telematics Services by means of the User Interface for the internal business purposes of the Customer in accordance with the Documentation during the Term.

5.3 The licence granted by Matrix to the Customer under Clause 5.2 is subject to the following limitations:

(a) the User Interface may only be used through a Supported Web Browser or the Mobile App; and

(b) the User Interface may only be used by the Authorised Users.

5.4 Except to the extent expressly permitted in these Terms or required by law on a non-excludable basis, the licence granted by Matrix to the Customer under Clause 5.2 is subject to the following prohibitions:

(a) the Customer must not sub-license its right to access and use the Telematics Services;

(b) the Customer must not permit any unauthorised person or application to access or use the Telematics Services;

(c) the Customer must not use the Telematics Services to provide services to third parties, apart from granting third party API access as agreed between Matrix and the Customer from time to time;

(d) the Customer must not republish or redistribute any content or material from the Telematics Services;

(e) the Customer must not make any alteration to the Platform, except as permitted by the Documentation; and

(f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Telematics Services without the prior written consent of Matrix.

5.5 The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the Telematics Services by means of the Access Credentials.

5.6 The Customer must not use the Telematics Services in any way:

(a) that causes, or may cause, damage to the Telematics Services or Platform or impairment of the availability or accessibility of the Telematics Services;

(b) that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by Matrix to its other customers using the Platform; and the Customer acknowledges that Matrix may use reasonable technical measures to limit the use of Platform resources by the Customer for the purpose of assuring services to its customers generally.

5.7 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

5.8 The rights provided under this Clause 5 are granted to the Customer. The Customer may permit its Affiliates to take the benefit of the rights granted under this Clause 5 provided that the Customer shall:

(a) notify each Affiliate of the terms of the Agreement;

(b) ensure that each Affiliate complies with the terms of the Agreement on a back-to-back basis; and

(c) defend, indemnify and hold harmless Matrix against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any breach of the Agreement by any Affiliate.

6. Availability and Scheduled maintenance

6.1 Matrix will use reasonable endeavours to ensure that the Telematics Services are available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am Melbourne time (AEST/AEDT); and

(b) unscheduled maintenance performed outside Business Hours, provided that Matrix has used reasonable endeavours to give the Customer at least 6 Business Hours' notice in advance.

7. Support Services

7.1 Matrix shall provide the Support Services to the Customer during the Term.

7.2 Matrix shall provide the Support Services with reasonable skill and care and in accordance with Schedule 1 (Support SLA).

8. Customer obligations

8.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to Matrix, or procure for Matrix, such:

(a) co-operation, support and advice;

(b) information and documentation; and

(c) governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable Matrix to perform its obligations under the Agreement.

8.2 The Customer must provide to Matrix, or procure for Matrix, such access to the Customer's premises, vehicles, computer hardware, software, networks and systems as may be reasonably required by Matrix to enable Matrix to perform its obligations under the Agreement.

8.3 Where the Customer has ordered Hardware, Matrix shall not be liable for any delay or failure in delivery of the Hardware that is caused by the Customer's failure to provide Matrix with adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.

8.4 Where the Customer is installing (or has installed) the Hardware itself or is arranging independent installation, the Customer shall ensure that the requisite Hardware is installed and operational in accordance with the relevant supplier’s documentation and meets Matrix’s minimum system requirements.

8.5 The Customer acknowledges that the Telematics Service can only be accessed through the Mobile App or a Supported Web Browser and the Customer agrees that is its responsibility to ensure that all Authorised Users have access to a stable internet connection and either a Supported Web Browser or a mobile device which supports the Mobile App.

8.6 The Customer shall ensure that the Authorised Users use the Telematics Service and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

9. Customer Data

9.1 The Customer hereby grants to Matrix a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of Matrix's obligations and the exercise of Matrix's rights under the Agreement. The Customer also grants to Matrix the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.

9.2 The Customer warrants to Matrix that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

9.3 Customer Data stored on the Platform shall be backed up in accordance with the standard back up policy of Matrix's hosting provider (Amazon Web Services (AWS)), as may amended by AWS in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Matrix shall be for Matrix to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by AWS. Matrix shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party including but not limited to AWS.

9.4 For the purposes of providing and improving its services, Matrix may analyse, aggregate, and use all or any portion of the Customer's raw data and information and may disclose the results of any such analysis in aggregated form or any other form that does not specifically identify the Customer or the source of such raw data or information ("**Aggregated Data**"). The Customer grants to Matrix a non-exclusive, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through one or more tiers) licence to create such Aggregated Data and to copy, use, modify and otherwise exploit such Aggregated Data without limitation.

10. Integrations with Third Party Services

10.1 The Telematics Services are integrated with certain Third Party Services. Matrix may integrate the Telematics Services with additional Third Party Services at any time and Matrix may remove, suspend, deactivate or limit any Third Party Services integration at any time in its sole discretion.

10.2 The Customer acknowledges and agrees that:

(a) Matrix has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer Data and/or Customer Personal Data by any provider of Third Party Services;

(b) the Customer must ensure that it has in place the necessary contractual safeguards to ensure that the transfer of Customer Personal Data to, and use of Customer Personal Data by, a provider of Third Party Services is lawful; and

(c) the Customer shall ensure that the transfer of Customer Data to a provider of Third Party Services does not infringe any person's Intellectual Property Rights or other legal rights and will not put Matrix in breach of any applicable laws.

10.3 Subject to Clause 21.1:

(a) Matrix gives no guarantees, warranties or representations in respect of any Third Party Services; and

(b) Matrix shall not be liable to the Customer in respect of any loss or damage that may be caused by Third Party Services or any provider of Third Party Services.

11. Mobile App

11.1 The parties acknowledge and agree that the use of the Mobile App, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate Terms, and accordingly these Terms shall not govern any such use, rights, obligations or liabilities.

12. No assignment of Intellectual Property Rights

12.1 Nothing in these Terms shall operate to assign or transfer any Intellectual Property Rights from Matrix to the Customer, or from the Customer to Matrix.

13. Charges

13.1 The Customer shall pay the Charges to Matrix in accordance with these Terms.

13.2 In relation to the Hardware, Matrix may, by giving notice to the Customer at any time before delivery, increase the price of the Hardware to reflect any increase in the cost of the Hardware that is due to:

(a) any factor beyond Matrix 's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
(b) any request by the Customer to change the delivery date(s), quantities or types of Hardware ordered; or
(c) any delay caused by any instructions of the Customer or failure of the Customer to give Matrix adequate or accurate information or instructions.

13.3 All amounts stated in or in relation to these Terms are, unless the context requires otherwise, stated exclusive of any applicable GST, which will be added to those amounts and payable by the Customer to Matrix.

13.4 Matrix may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the Effective Date, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 2% over the percentage increase, since the date of the most recent variation of the relevant element of the Charges under this Clause 13.4 (or, if no such variation has occurred, since the date of execution of the Agreement), in the Consumer Price Index (All Groups) published by the Australian Bureau of Statistics.

14. Payments

14.1 Subject to Clause 14.2, Matrix shall issue invoices for the Charges to the Customer in accordance with the invoicing schedule set out in the Order Form.

14.2 Matrix reserves the right to issue invoices for the Charges for the Telematics Services prior to the Data Feed installation date if the installation of the Data Feeds is delayed due to a Customer Default.

14.3 The Customer must pay the Charges to Matrix within the period of 30 days following the receipt of an invoice issued in accordance with this Clause 14.

14.4 If the Customer does not pay any amount properly due to Matrix under these Terms, Matrix may:

(a) charge the Customer interest on the overdue amount at the rate of 4% per annum above the Reserve Bank of Australia official cash rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) recover interest under the Supreme Court Act 1986 (Vic) or as otherwise permitted by law.

15. Confidentiality obligations

15.1 Each party must in respect of the Confidential Information of the other party:

(a) keep confidential and not disclose the Confidential Information to any person without the other party's prior written consent save as expressly permitted by this Clause 15;

(b) protect the Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care; and

(c) not use any of the Confidential Information for any purpose other than to perform its obligations or enforce its rights under the Agreement.

15.2 Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

15.3 The restrictions in this Clause 15 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

15.4 The provisions of this Clause 15 shall continue in force indefinitely following the termination of the Agreement.

16. Publicity

16.1 Matrix may use the Customer's name, logo, details of its brand and any pre-approved quotes for the purposes of publishing on Matrix's website, blog posts and in any testimonials used to promote Matrix's services and products unless the Customer notifies Matrix in writing that it objects to such use.

17. Data protection

17.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

17.2 The Customer warrants to Matrix that it has the legal right to disclose all Personal Data that it does in fact disclose to Matrix under or in connection with the Agreement.

17.3 The Customer shall only supply to Matrix, and Matrix shall only process, in each case under or in relation to the Agreement:

(a) the Personal Data of data subjects falling within the categories specified in Section 1 of Schedule 2 (Data processing information) (or such other categories as may be agreed by the parties in writing); and

(b) Personal Data of the types specified in Section 2 of Schedule 2 (Data processing information) (or such other types as may be agreed by the parties in writing).

17.4 Matrix shall only process the Customer Personal Data for the purposes specified in Section 3 of Schedule 2 (Data processing information).

17.5 Matrix shall only process the Customer Personal Data during the term of the Agreement and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 17.

17.6 Matrix shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws), as set out in these Terms or any other document agreed by the parties in writing.

17.7 The Customer hereby authorises Matrix to make the following transfers of Customer Personal Data:

(a) Matrix may transfer the Customer Personal Data to its third party processors in the jurisdictions identified in Section 5 of Schedule 2 (Data processing information) and may permit its third party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein; and

(b) Matrix may transfer the Customer Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data.

17.8 Matrix shall promptly inform the Customer if, in the opinion of Matrix, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

17.9 Notwithstanding any other provision of the Agreement, Matrix may process the Customer Personal Data if and to the extent that Matrix is required to do so by applicable law. In such a case, Matrix shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

17.10 Matrix shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

17.11 Matrix and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in Section 4 of Schedule 2 (Data processing information).

17.12 Matrix must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, Matrix shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the Agreement on 7 days' written notice to Matrix, providing that such notice must be given within the period of 7 days following the date that Matrix informed the Customer of the intended changes. Matrix shall ensure that each third party processor is subject to materially equivalent legal obligations as those imposed on Matrix by this Clause 17.

17.13 As at the Effective Date, Matrix is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, the third parties identified in Section 5 of Schedule 2 (Data processing information).

17.14 Matrix does not warrant the accuracy of third-party data sources, GPS signals, cellular networks, or speed-zone databases.

17.15 Matrix shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

17.16 Matrix shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. Matrix may charge the Customer at its standard time-based charging rates for any work performed by Matrix at the request of the Customer pursuant to this Clause 17.16.

17.17 Matrix must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 36 hours after Matrix becomes aware of the breach.

17.18 Matrix shall make available to the Customer all information necessary to demonstrate the compliance of Matrix with its obligations under this Clause 17 and the Data Protection Laws. Matrix may charge the Customer at its standard time-based charging rates for any work performed by Matrix at the request of the Customer pursuant to this Clause 17.18, providing that no such charges shall be levied with respect to the completion by Matrix (at the reasonable request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.

17.19 Matrix shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

17.20 Matrix shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of Matrix's processing of Customer Personal Data with the Data Protection Laws and this Clause 17. Matrix may charge the Customer at its standard time-based charging rates for any work performed by Matrix at the request of the Customer pursuant to this Clause 17.20, providing that no such charges shall be levied where the request to perform the work arises out of any breach by Matrix of the Agreement or any security breach affecting the systems of Matrix.

17.21 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties

shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

18. Warranties

18.1 Matrix warrants to the Customer that:

(a) Matrix has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms;

(b) Matrix will comply with all applicable legal and regulatory requirements applying to the exercise of Matrix's rights and the fulfilment of Matrix's obligations under these Terms; and

(c) Matrix has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms.

18.2 Matrix warrants to the Customer that:

(a) the Platform and Telematics Services will conform in all material respects with the Specification;

(b) the Telematics Services will be free from Defects;

(c) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

(d) the Platform will incorporate security features reflecting the requirements of good industry practice.

18.3 Matrix warrants to the Customer that the Telematics Services, when used by the Customer in accordance with these Terms:

(a) will not breach any laws, statutes or regulations applicable under Australian law;

(b) will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

18.4 If Matrix reasonably determines, or any third party alleges, that the use of the Telematics Services by the Customer in accordance with these Terms infringes any person's Intellectual Property Rights, Matrix may at its own cost and expense:

(a) modify the Telematics Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b) procure for the Customer the right to use the Telematics Services in accordance with these Terms.

18.5 The Telematics Services relies on GPS for location information and the Hardware contains components that allow it to be tracked by GPS within limits. The Customer acknowledges and agrees that these limits will vary according to factors outside of Matrix’s reasonable control and Matrix gives no warranty in relation to the GPS service, including but not limited in relation to quality, availability, signal strength, lack of faults and lack of interruptions.

18.6 The Customer warrants to Matrix that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms.

18.7 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

19. Acknowledgements and warranty limitations

19.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms, Matrix gives no warranty or representation that the Telematics Services will be wholly free from defects, errors and bugs.

19.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms, Matrix gives no warranty or representation that the Telematics Services will be entirely secure.

19.3 The Customer acknowledges that the Telematics Services are designed to be compatible only with that software and those systems and hardware specified as compatible in the Specification; and Matrix does not warrant or represent that the Telematics Services will be compatible with any other software or systems.

19.4 The Customer assumes sole responsibility for results obtained from the use of the Telematics Service and the Documentation by the Customer, and for conclusions drawn from such use. Matrix shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Matrix by the Customer in connection with the Telematics Service, or any actions taken by Matrix at the Customer's direction.

20. Indemnities

20.1 Matrix shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any claim by a third party that the Telematics Services infringe the Intellectual Property Rights of any person (a "**Matrix Indemnity Event**").

20.2 The Customer must:

(a) upon becoming aware of an actual or potential Matrix Indemnity Event, notify Matrix;

(b) provide to Matrix all such assistance as may be reasonably requested by Matrix in relation to Matrix Indemnity Event;

(c) allow Matrix the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to Matrix Indemnity Event; and

(d) not admit liability to any third party in connection with Matrix Indemnity Event or settle any disputes or proceedings involving a third party and relating to Matrix Indemnity Event without the prior written consent of Matrix,

and Matrix's obligation to indemnify the Customer under Clause 20.1 shall not apply unless the Customer complies with the requirements of this Clause 20.2.

20.3 Matrix's obligation to indemnify the Customer under Clause 20.1 shall not apply to the extent that the alleged infringement is based on:

(a) a modification of the Telematics Services by anyone other than Matrix; or

(b) the Customer's use of the Telematics Services in a manner contrary to the instructions given to the Customer by Matrix; or

(c) the Customer's use of the Telematics Services after notice of the alleged or actual infringement from Matrix or any appropriate authority.

20.4 The Customer shall indemnify and shall keep indemnified Matrix against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Matrix and arising directly or indirectly as a result of the Customer's use of the Telematics Services (a "**Customer Indemnity Event**").

20.5 Matrix must:

(a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;

(b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;

(c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and

(d) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer,

and the Customer's obligation to indemnify Matrix under Clause 20.4 shall not apply unless Matrix complies with the requirements of this Clause 20.5.

20.6 The indemnity protection set out in this Clause 20 shall be subject to the limitations and exclusions of liability set out in the Agreement.

21. Limitations and exclusions of liability

21.1 Nothing in these Terms will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit or exclude any liabilities in any way that is not permitted under applicable law;

(d) limit or exclude the liability of the Customer for any breach, infringement or misappropriation of Matrix's Intellectual Property Rights.

21.2 The limitations and exclusions of liability set out in this Clause 21 and elsewhere in these Terms:

(a) are subject to Clause 21.1; and

(b) govern all liabilities arising under these Terms or relating to the subject matter of these Terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms.

21.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

21.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings, loss of revenue or income, loss of use or production, loss of business, contracts or opportunities, loss or corruption of any data, database or software, nor any special, indirect or consequential loss or damage.

21.5 The aggregate liability of each party to the other party under the Agreement shall not exceed the total amount paid and payable by the Customer to Matrix under the Agreement in the 12 month period immediately preceding the date on which the relevant liability first arose.

21.6 The limitation of liability in this Clause 21 shall not apply to the Customer's obligations to pay the Charges under the Agreement.

22. Force Majeure Event

22.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

22.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue. If the period of estimated failure or delay is more than 3 months, the party not affected may terminate the Agreement by giving 30 days' written notice to the affected party.

22.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

23. Termination

23.1 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

(a) the other party commits any material breach of the Agreement, and the breach is not remediable;

(b) the other party commits a material breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or

(c) the other party persistently breaches the Agreement (irrespective of whether such breaches collectively constitute a material breach).

23.2 Subject to applicable law, either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

(a) the other party is dissolved; ceases to conduct all (or substantially all) of its business; is or becomes unable to pay its debts as they fall due; is or becomes insolvent or is declared insolvent; or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or

23.3 Matrix may suspend the Services or terminate the Agreement immediately by giving written notice to the Customer if:

(a) any amount due to be paid by the Customer to Matrix under the Agreement is unpaid by the due date;

(b) Matrix has given written notice to the Customer of its failure to pay and the overdue amount remains unpaid 10 days after such notice has been given.

23.4 The Agreement shall automatically terminate once all Subscriptions made under the Agreement have been terminated.

23.5 The rights of termination set out in the Agreement shall not exclude any rights of termination available at law.

24. Effects of termination

24.1 Upon the termination of the Agreement, all of the provisions of these Terms shall cease to have effect, save that the following provisions of these Terms shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 5.7, 11, 14.3, 14.4, 15, 16, 17, 20, 21, 24, 25.1, 25.2, 25.4, 25.9, 25.10, 27, 29, 30 and Paragraphs 4 and 5 of Schedule 3.

24.2 Except to the extent expressly provided otherwise in these Terms, the termination of the Agreement shall not affect the accrued rights of either party.

24.3 On termination of this Agreement for any reason:

(a) all Subscriptions shall immediately terminate;

(b) all licences granted under the Agreement shall immediately terminate and the Customer shall immediately cease all use of the Telematics Service and the Documentation;

(c) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(d) Matrix may destroy or otherwise dispose of any of the Customer Data in its possession unless Matrix receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Matrix shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Matrix in returning or disposing of Customer Data.

24.4 Within 30 days following the termination of the Agreement for any reason and without prejudice to Matrix's other legal rights the Customer shall immediately pay to Matrix all of Matrix's outstanding unpaid invoices and interest and, in respect of Services and Hardware supplied but for which no invoice has been submitted, Matrix shall submit an invoice, which shall be payable by the Customer immediately on receipt.

25. Anti-corruption

25.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Corruption Laws, Anti-Slavery Laws and Anti-Tax Evasion Laws in relation to the Agreement.

25.2 Save to the extent that applicable law requires otherwise, each party must promptly notify the other if it becomes aware of any events or circumstances relating to the Agreement that will or may constitute a breach of the Anti-Corruption Laws (irrespective of the identity of the person in breach).

25.3 Matrix shall use all reasonable endeavours to ensure that all persons that:

(a) provide services to Matrix (including employees, agents and subsidiaries of Matrix); and

(b) are involved in the performance of the obligations of Matrix under the Agreement,

will comply with the Anti-Corruption Laws; and Matrix shall maintain written contracts with all such persons, and shall ensure that each of those contracts includes express requirements on Matrix of services to comply with the Anti-Corruption Laws, along with express obligations on Matrix of services equivalent to the obligations set out in this Clause 25.

25.4 Matrix shall ensure that all persons that provide services or supply products to Matrix, where such services or products are used in the performance of the obligations of Matrix under the Agreement, will comply with the Anti-Slavery Laws; and Matrix shall maintain written contracts with all such persons, and shall ensure that each of those contracts includes express requirements on Matrix of services or supplier of goods to comply with the Anti-Slavery Laws.

25.5 Matrix shall ensure that all employees, agents and persons that provide services to Matrix, when acting in such capacity in connection with the Agreement, will comply with the Anti-Tax Evasion Laws.

25.6 Each party shall create and maintain proper books and records of all payments and other material benefits given by one party to the other, and each party shall promptly following receipt of a written request from the other party supply copies of the relevant parts of those books and records to the other party.

25.7 Matrix warrants that it has in place its own policies and procedures designed to ensure the compliance of Matrix with the Anti-Corruption Laws, Anti-Slavery Laws and Anti-Tax Evasion Laws; and Matrix undertakes to:

(a) acting reasonably, maintain and enforce those policies and procedures during the Term;

(b) promptly following receipt of a written request for the same from the Customer, provide copies of the documentation embodying those policies and procedures to the Customer.

25.8 Each party shall provide reasonable co-operation to the other party, at the other's expense, in relation to any due diligence exercises, risk assessments, monitoring programmes and reviews conducted by the other party for the purpose of ensuring or promoting compliance with the Anti-Corruption Laws.

25.9 Nothing in these Terms shall prevent either party from reporting a breach of the Anti-Corruption Laws to the relevant governmental authorities.

25.10 Any breach of this Clause 25 shall be deemed to constitute a material breach of the Agreement.

26. Notices

26.1 Any notice given under these Terms must be in writing and given by one of the following methods (using the relevant contact details set out in the Order Form):

(a) delivered personally, or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

(b) sent by recorded signed-for post in which case the notice shall be deemed to be received 2 Business Days following posting; or

(c) sent by email in which case the notice shall be deemed to be received at the time of the sending of the email (providing that the sending party retains written evidence that the email has been sent),

provided that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

26.2 The addressee and contact details set out in the Order Form may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 26.

27. Assignment

27.1 The Customer hereby agrees that Matrix may assign, transfer or otherwise deal with Matrix's contractual rights and obligations under these Terms.

27.2 Save to the extent expressly permitted by applicable law, the Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under these Terms without the prior written consent of Matrix, such consent not to be unreasonably withheld or delayed, providing that the Customer may assign the entirety of its rights and obligations under these Terms to any successor to all or a substantial part of the business of the Customer from time to time.

28. General

28.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

28.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

28.3 If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

28.4 If any unlawful and/or unenforceable provision of these Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

28.5 The Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

28.6 The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

28.7 The Agreement may not be varied except by means of a written document signed by or on behalf of each party.

29. Entire agreement

29.1 The Order Form, the main body of these Terms and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

29.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

29.3 Any samples, drawings, descriptive matter or advertising produced by Matrix and any descriptions or illustrations contained on Matrix's website are produced for the sole purpose of giving an approximate idea of the Hardware and Services referred to in them. They shall not form part of the Agreement nor have any contractual force.

29.4 The provisions of this Clause 29 are subject to Clause 21.1.

30. Law and jurisdiction

30.1 These Terms shall be governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia.

30.2 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of Victoria, Australia.

SCHEDULE 1 (SUPPORT SLA)

1. Introduction

1.1 This Schedule 1 sets out the service levels applicable to the Support Services.

2. Helpdesk

2.1 Matrix shall make available to the Customer a helpdesk. The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.

2.2 Matrix shall ensure that the helpdesk is accessible by telephone, email and using Matrix's web-based ticketing system.

2.3 Matrix shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term. The Customer acknowledges and agrees that Matrix shall not be obliged to provide the Support Services outside Business Hours.

2.4 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. Response and resolution

3.1 Issues raised through the Support Services shall be categorised as follows:

Critical: "system down" on the Telematics Services or any major hardware or software component of it such as:
(a) hosting or other mission critical systems are down;
(b) a substantial portion of mission-critical data is at a significant risk of loss or corruption;
(c) a substantial loss of service;
(d) business operations have been severely disrupted; or
(e) system failure or that compromises overall system integrity or data integrity when the software is installed or when it is in operation (i.e. system crash or loss of system security) and significantly impacts on-going operations in a production environment,

and in each of the foregoing situations (a) through (e), no workaround is immediately available.

Major: a high-impact business condition possibly endangering the operation of the Telematics Services. The Telematics Services may operate but is severely restricted.

Minor: a low-impact business condition with a majority of the functions of the Telematics Services still usable; however, some circumvention may be required to allow the Telematics Services to operate.

Trivial:
(a) a minor problem or cosmetic flaw or question that does not affect the function of the Telematics Services,
(b) an error in Documentation that has no significant effect on operations; or
(c) a suggestion for new features or a product enhancement to all or any part of the Telematics Services.

3.2 Matrix shall determine, acting reasonably, into which severity category an issue falls.

3.3 Matrix shall use all reasonable endeavours to respond to requests for and resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

Priority Level	Response Time	Resolution time
Critical	120 minutes	24 hours
Major	6 hours	48 hours

Minor	24 hours (within working week)	7 working days
Trivial	2 weeks	working days

3.4 Matrix shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

4. Provision of Support Services

4.1 The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

5. Limitations on Support Services

5.2 Matrix shall have no obligation to provide Support Services in respect of any issue caused by:

(a) the improper use of the Telematics Services by the Customer or its authorised users;

(b) any alteration to the Telematics Services made without the prior consent of Matrix;

(c) a Force Majeure Event;

(d) a fault or failure of the internet or any public telecommunications network;

(e) a fault or failure of the Customer's computer systems or networks;

(f) any failure of the Customer to keep the devices used to access the Telematics Services up to date.

(g) any breach by the Customer of the Agreement; or

(h) any use of the Platform or the Telematics Services contrary to the Documentation, whether by the Customer or by any authorised user; or

(i) an incompatibility between the Platform or the Telematics Services and any other system, network, application, program, hardware or software not specified as compatible in the Specification

Further, Matrix will be under no obligation to provide any Support Services where there are any overdue amounts outstanding from the Customer and to the extent that Matrix does provide any support where any of the above exclusions are found to apply, Matrix will be entitled to charge the Customer for such support at its standard time and materials rates.

SCHEDULE 2 (DATA PROCESSING INFORMATION)

1. Categories of data subject

Drivers of vehicles with data feeds installed, Authorised Users

2. Types of Personal Data

Name, address, driver licence number, geo-locational data, driver behavioural data, journey history, personal data captured within video footage of driving

3. Purposes of processing

Provision of the Services

4. Security measures for Personal Data

Matrix uses the Amazon AWS fully hosted cloud solution to deliver telemetry data capture and presentation to the customer and the security service levels are documented in the following online PDF resource:

http://media.amazonwebservices.com/pdf/AWS_Security_Whitepaper.pdf

SCHEDULE 3 – HARDWARE TERMS

1. Definitions

1.1 In this Schedule 3, except to the extent expressly provided otherwise:

"**Delivery Location**" means the location set out in the Order Form or such other location as the parties may agree; and "**Warranty Period**" has the meaning set out in Clause 4.1.

All other defined terms in this Schedule 3 shall have the meaning set out in Clause 1 of the Agreement.

2. Supply of Hardware

2.1 Matrix shall deliver the Hardware to the Delivery Location at any time after Matrix notifies the Customer that the Hardware is ready.

2.2 Unless the parties agree otherwise in writing Matrix shall be responsible for arranging loading, transport, unloading and transit insurance in respect of the Hardware, and the Customer shall be responsible for paying all costs relating to such loading, transport, unloading and transit insurance, as set out in the Order Form, or in accordance with its own account arrangements with a third party shipping company.

2.3 Unless listed in the Order Form, the price of the Hardware as stated in the Order Form does not include delivery, nor any F.O.B. charges nor any special packing. The Matrix will endeavour to comply with any special requirements stipulated by the Customer (whether in respect of routing or the services of a forwarding agent or special packing) and any costs reasonably incurred by Matrix in meeting said special requirements shall be added to the Charges and become due and payable in accordance with Clause 14 of the Terms.

2.4 Delivery is completed on the completion of unloading of the Hardware at the Delivery Location. The risk in the Hardware shall pass to the Customer on completion of delivery.

2.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

2.6 If the Customer fails to accept delivery of the Hardware within five Business Days of Matrix notifying the Customer that the Hardware are ready, then, except where such failure or delay is caused by a Force Majeure Event or Matrix's failure to comply with its obligations under the Agreement in respect of the Hardware:

(a) delivery of the Hardware shall be deemed to have been completed at 9.00 am on the fifth Business Day after the day on which Matrix notified the Customer that the Hardware were ready; and

(b) Matrix shall store the Hardware until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).

2.7 If ten Business Days after the day on which Matrix notified the Customer that the Hardware were ready for delivery the Customer has not accepted actual delivery of them, Matrix may resell or otherwise dispose of part or all of the Hardware and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Hardware.

2.8 The Matrix may deliver the Hardware by instalments, which may be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3. Title

3.1 Legal and equitable title to the Hardware will pass from Matrix to the Customer upon receipt by Matrix of all amounts due from the Customer under the Agreement for the Hardware.

3.2 Until title to the Hardware has passed to the Customer, the Customer shall hold the Hardware as the fiduciary agent and bailee of Matrix.

3.3 Until title to the Hardware has passed to the Customer, the Customer must:

(a) store the Hardware in a secure, safe, dry and clean environment separately from other products and goods;

(b) ensure that the Hardware are easily identifiable as belonging to Matrix;

(c) not deface, destroy, alter or obscure any identifying mark on the Hardware or their packaging;

(d) ensure that no charge, lien or other encumbrance is created over the Hardware;

(e) deliver up the Hardware to Matrix upon demand;

(f) insure the Hardware on Matrix's behalf for their full price against all risks to the reasonable satisfaction of Matrix (and on request produce to Matrix such policy of insurance and a receipt for the then-current premium); and

(g) hold all proceeds of the insurance referred to above on trust for Matrix and not mix them with any other monies or pay the proceeds into any overdrawn bank account.

3.4 Matrix shall be entitled without further notice to inspect and/or recover possession of any Hardware to which it retains title; and the Customer grants to Matrix and its employees and agents an irrevocable licence to enter at any time any premises where the Hardware are or may be situated for the purpose of inspecting or removing any Hardware the title to which has remained with Matrix.

3.5 Matrix may bring an action for the Charges and any other amounts due under the Agreement, notwithstanding that title to the Hardware has not passed to the Customer.

4. Warranties

4.1 Matrix warrants to the Customer that on delivery, and for a period of 12 months from the date the Hardware is first despatched (**Warranty Period**), the Hardware shall:

(a) conform in all material respects with any description of such Hardware supplied by Matrix to the Customer;

(b) be free from material defects in design, material and workmanship; and

4.2 be of satisfactory quality (within the meaning of Schedule 2 of the Competition and Consumer Act 2010 (Cth) – Australian Consumer Law, and if applicable, the Goods Act 1958 (Vic)Matrix shall not be liable for the Hardware' failure to comply with the warranty set out in Clause 4.1 if:

(a) the Customer makes any further use of such Hardware after giving notice in accordance with Clause 5.1i;

(b) the defect arises because the Customer failed to follow Matrix's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Hardware or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of Matrix following any drawing, design or specification supplied by the Customer;

(d) the Customer alters or repairs such Hardware without the written consent of Matrix;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(f) the Hardware differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.3 Matrix warrants to the Customer that:

(a) Matrix has (or will have at the relevant time) the right to sell the Hardware;

(b) the Hardware are free from any charge or encumbrance, subject to the express provisions of the Terms and to any charge or encumbrance disclosed or known to the Customer before the parties entered into the Agreement; and

(c) the Customer shall enjoy quiet possession of the Hardware, subject to the express provisions of the Terms.

4.4 The Agreement shall apply to any repaired or replacement Hardware supplied by Matrix.

5. Breach of warranty

5.1 If any Hardware does not comply with any warranty given by Matrix under the Agreement, the Customer may with the prior agreement of Matrix return those Hardware to Matrix for (at the sole option of Matrix):

(a) a full credit of the Charges paid to Matrix for such Hardware;

(b) replacement Hardware; or

(c) a credit note in respect of the Charges paid to Matrix for such Hardware, to be offset against future purchases from Matrix,

providing that:

i. (if the Hardware do not comply with the warranty given in Clause 4.1) the Customer gives notice in writing to Matrix during the Warranty Period within a reasonable time of discovery that some or all of the Hardware do not comply with the warranty;

ii. (if the Hardware do not comply with the warranty given in Clause 4.1) Matrix is given a reasonable opportunity of examining such Hardware; and

iii. the original delivery costs for such Hardware and return costs shall be met by the Customer (re-delivery and related costs shall be met by Matrix).

5.2 Hardware returned under Clause 5.1 must be properly packed and returned to the premises of Matrix within 30 Business Days following receipt of the Hardware by the Customer; and any Hardware returned in contravention of this Clause 5.2 will not be the subject of any refunds, credits or replacements and the Customer will continue to be liable for payment of any unpaid Charges in respect of such Hardware.