

SERVICE TERMS

SERVICE OPTION: OPTUS TELEMATICS SERVICES (POWERED BY RADIUS)

This Service Option forms part of the Optus IoT Services.

The Optus Telematics Service Description comprises the following Parts:

- Part 1: Service Family Terms (applicable to all Optus IoT Services); and
- Part 2: The Service Terms.

The Service Terms are to be read in conjunction with both the General Terms and the Service Family Terms.

1. DESCRIPTION OF THE SERVICE OPTION

1.1 The Optus Telematics Service ("the **Service**") assists customers in the tracking of vehicles for the purpose of driver safety and asset management.

1.2 The Service consists of the following components:

- (a) the on-supply of Third Party Products and/or services:
 - (i) right of use the Telematics Device for the term;
 - (ii) right of access to the Cloud-based Software Platform for the management of the relevant Telematics Device; and
 - (iii) professional services, such as installation as specified in the statement of work.

2. SERVICE PRE-REQUISITES

2.1 Access connection type

2.2 To use this service, you must establish and maintain the Optus machine to machine (M2M) service If an Optus SIM Card is used:

- (a) the Optus SIM Card will allow you to send and receive an SMS to and from, any mobile network service provider that holds an inter-carrier agreement with Optus, inclusive of interconnection arrangements for SMS traffic.
- (b) where you have a voice and SMS compatible Telematics Device and where requested by you, Optus will provision the Service to enable your Optus SIM Card to send and receive voice calls, from your Telematics Device to any mobile network service provider that holds an inter-carrier agreement with Optus, inclusive of interconnection arrangements for voice traffic. Please note that if your device does not support VoLTE, your voice service will be impacted and will no longer work when the Optus 3G network is switched off from Sep 2024.

- (c) where you have a VoLTE compatible device and where requested by you, Optus will provision the Service to enable your Optus SIM Card to send and receive VoLTE calls to and from, any mobile network service provider that holds an inter-carrier agreement with Optus, inclusive of interconnection arrangements for VoLTE traffic.
- (d) where requested, Optus will provision your Service to allow your Telematics Device to send SMS messages from the Optus mobile network or to receive SMS messages from, any mobile network service provider that holds an inter-carrier agreement with Optus.

2.3 Optus SIM Cards are available in the following formats and types:

- (a) Triple Punch SIM Card (2FF/3FF/4FF) with temperature range of -40 to 85 degrees Celsius.
- (b) 2FF form factor (Standard) with temperature range of -40 to 85 degrees Celsius.
- (c) 3FF form factor (Micro) with temperatures range of -40 to 85 degrees Celsius.
- (d) 4FF form factor (Nano) with temperature range of -40 to 85 degrees Celsius.
- (e) 2FF form factor (Standard) with temperature range of -40 to 105 degrees Celsius.
- (f) 3FF form factor (Micro) with temperature range of -40 to 105 degrees Celsius.
- (g) 4FF form factor (Nano) with temperatures range of -40 to 105 degrees Celsius.
- (h) MFF2 form factor with temperature range of -40 to 105 degrees Celsius.

2.4 Optus will, from time to time, determine which format and type of Optus SIM Card that is required for the Service.

3. SERVICE FEATURES

3.1 The Cloud- based Software Platform includes these functions:

- (a) Asset tracking; and
- (b) Data analytics and reporting.

4. TELEMATICS DEVICE

4.1 The Telematics Device will be delivered to you by the Third Party Service Provider at the Site stated in the statement of work.

4.2 Risk in the Telematics Device will pass to you on delivery.

4.3 Ownership of the Telematics Device does not transfer to you. You will:

- (a) not sell, lend, rent, encumber, dispose or part with possession of such Telematics Device;
- (b) not deface, destroy, alter or obscure any identifying mark on the Telematics Device; and

- (c) deliver up the Telematics Device to the Optus or the Third Party Service Provider if requested by Optus.
- 4.4 The Telematics Device has been pre-configured and the Optus SIM Card embedded for self-installation. You must comply with reasonable directions of the Third Party Service Provider's installation instructions. If you choose to engage professional services for installation and / or de-installation of the Telematics Device at the end of the term, this will be in your statement of work. If you cancel an arranged installation date with less than twenty-four (24) hours' notice, or otherwise fail to present the vehicles at the agreed date, time or place of installation, Optus may charge you a late cancellation charge per vehicle.
- 4.5 Your right to use of the Telematics Device will terminate immediately if:
 - (a) you are subject of a bankruptcy order or making an arrangement or composition with your creditors, or enter into any form of liquidation or other form of insolvency;
 - (b) you cease to trade; or
 - (c) you seek to sell, lend, rent, encumber, dispose or part with possession of the Telematics Device.
- 4.6 Upon termination or expiry of the agreement, you will return of the Telematics Device to the Third Party Service Provider at an address provided to you in the statement of work. If you have lost, damaged or unable to return the Telematics Device in good marketable condition within 45 days of termination or expiry of the agreement, you will pay Optus a non-return fee as detailed in the statement of work. If you have arranged for de-installation services, the installers will assist you to return the Telematics Device directly to the Third Party Service Provider.

5. SERVICE MANAGEMENT CLARIFICATION

- 5.1 The Service Management that is specified in the IOT Service Family Terms do not apply to the Optus Telematics Service which includes the Telematics Device.

6. TELEMATICS DEVICE SUPPORT AND MAINTENANCE

- 6.1 Support and maintenance for the Telematics Device is provided directly by the Third Party Service Provider.
- 6.2 The Third Party Service Provider will maintain a web-based service desk support (kinesisfleetpro.com), a support telephone number 1800 723 487 during the hours of 9.00am to 6.00pm on any Business Day and an email address, au.support@radius.com, for reporting and logging solution. Your log in credentials will be provided at commencement of the service.
- 6.3 Third Party Service Provider shall have the right at any time to temporarily suspend access to the Website for the purposes of maintaining the Website; and to make changes to the functionality, presentation, features, modes of access and material content in relation to the Website without notice to you.

7. REPLACEMENT OF TELEMATICS DEVICE

- 7.1 During the term, if you give notice in writing to Optus within 14 days of becoming aware that the Telematics Device is defective, Optus will:

- (a) through Third Party Service Provider, examine the Telematics Device at a time and place convenient to you; or
 - (b) ask you to arrange the return of the Telematics Device to a nominated location.
- 7.2 After you have given notice under clause 7.1 above and subject to clause 7.3 below, Optus, through its Third Party Service Provider will repair or replace any Telematics Device that is defective.
- 7.3 Optus and its Third Party Service Provider will not be required to repair or replace any Telematics Device under this clause 7 if:
 - (a) the defect arises because you failed to follow Third Party Service Provider instructions as to the storage, installation, commissioning, use, maintenance or replacement of the Telematics Device;
 - (b) you alter or repair the Telematics Device;
 - (c) the defect arises as a result of wilful damage, negligence, or abnormal working conditions;
 - (d) the defect arises as a result of any damage caused by use of the Telematics Device outside of its specified operating parameters, exposure to lightning or power spikes;
 - (e) the defect arises as a result of an accident involving the vehicle in which the Telematics Device is installed; or
 - (f) in the case of the neon product or other battery powered Telematics Device, if such device was despatched to you more than three years ago or its location alert has been activated more than 1,200 times.
- 7.4 The terms above shall apply to any repaired or replacement Telematics Device supplied by Third Party Service Provider.

8. TELEMATICS DEVICE SERVICE AVAILABILITY

- 8.1 Optus and Third Party Service Provider do not provide any warranty or guarantee in relation to the quality of the electronic communications network, including, but not limited to, availability, signal quality, faults and interruptions.
- 8.2 The Telematics Device relies on GPS (Global Positioning System) for location information. GPS is a system of satellites and receiving stations used to compute positions. The Telematics Device contains components that allow it to be tracked by GPS within limits. Optus accepts no liability for the inaccuracy or quality or otherwise of GPS data.

9. CHARGES

- 9.1 You may purchase the Service by way of:
 - (a) 'Pay Go' subscription – you pay for the Device upfront plus a monthly subscription fee. You may cancel the Service at any time by providing Optus at least 30 days written notice.
 - (b) a fixed term with a Committed Term of 12, 24 or 36 months – you pay a monthly fee during the Committed Term. A Cancellation Fee may apply if you cancel the service

during the Committed Term. Please see clause 14 (Early Termination) for the Cancellation Fee calculation. Auto renewal does not apply to this Service.

9.2 The charges for the Service will be detailed in the Application and / or Statement of Work.

(a) For Pay Go subscription, the charges will consist of:

(i) once off charges, including:

A. Device charge; and

B. Professional services, where applicable

(ii) monthly recurring charges to use of the Cloud-based Software Platform; and

(iii) any other charges for the Service are set out in your Application or statement of work

(b) For a fixed term contract with a Committed Term, the charges will consist of:

(i) once off charges, including:

A. Professional services, where applicable

(ii) monthly recurring charges to use of the Cloud-based Software Platform; and

(iii) any other charges for the Service are set out in your Application or statement of work.

9.3 Where the Service is provided in phases or agreed milestones, the charges for the Service will commence on the date of commencement of the first phase or milestone. The Service Start Date is deemed to be the date on which the first Telematics Device is installed and deemed working.

9.4 Optus reserves the right to increase the monthly fees as stated in your Application, statement of work or other agreement for the Service if a third party provider(s) to Optus increases their charges for the service to Optus. Any increase would be commensurate with the third party charge increase. Optus will provide to you at least 60 days' prior notice.

10. CUSTOMER OBLIGATIONS – USE OF THE SERVICES

10.1 You will:

- (a) comply with all relevant legislation, including without limitation those regarding exports and sanctions as set out under clause 10.2, and the reasonable directions of Optus and its Third Party Service Provider, relating to the use of the Services;
- (b) not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication which is of an offensive, threatening, defamatory, abusive, indecent, obscene or menacing nature;
- (c) not cause any nuisance to any third party by any use or misuse of the Services;
- (d) not act or fail to act in any way whether knowingly, recklessly, or negligently which may or will impair the operation of all or part of the Services;

- (e) not be involved in or knowingly, recklessly or negligently permit or negligently allow any other party to be involved in any fraudulent or other unauthorised use or attempted use of the Services by corrupt or dishonest or illegal means at any time and shall notify Optus immediately upon becoming aware of or suspecting such activity; and
 - (f) use the Optus SIM card(s) solely in combination with the Telematics Device(s) and for transmitting Location Data between the Fleet and the Cloud-based Software Platform.
- 10.2 You represent and warrant that you have lawful possession or control of the Fleet and are authorised to provide consent to Optus and the Third Party Service Provider to collect Location Data. By continuing to use the Services, you consent to Optus and the Third Party Service Provider collecting the Location Data for the purpose of providing the Services and you acknowledge that Optus and the Third Party Service Provider shall rely on this consent.
- 10.3 You warrant that:
 - (a) you have all authority and consent necessary to enable Optus and/ or Third Party Service Provider to use and/or disclose Personal Information and Location Data for the purpose of providing the Services; and
 - (b) you have complied with and will continue to comply with your obligations under the Privacy Law.
- 10.4 The Service uses software and technology that may be subject to Australian export control administered by the Department of Foreign Affairs and Trade, or any government entity as may have jurisdiction over such export or re-export in connection with this agreement. You acknowledge and agree that the Service, and none of the underlying information, software or technology may be transferred or otherwise exported or re-exported.
- 10.5 In using the Service, you must comply with Optus' Fair Go Policy and any rules imposed by any third party whose Content or services you access using the Service or whose network your data traverses.
- 10.6 In relation to Cloud-based Software Platform, you undertake that:
 - (a) you will not allow any account profile to be used by any other unregistered user unless it has been reassigned in its entirety to another individual, in which case the prior individual will no longer have any right to access or use the account;
 - (b) you will keep a secure password for the use of the account/s, that such password will be changed as frequently as is required by us in our absolute discretion, and that you will keep the password confidential;
 - (c) you will only authorise named administrators and/or end users to use the Service and will maintain an up-to-date register of these authorised personnel and make it available for Optus' inspection at all times on request;
 - (d) you will permit Optus to audit the accounts in order to establish compliance with this Agreement; and
 - (e) if any of the audits referred to above reveal that any password has been provided to any individual who is not registered to a Cloud-based Software Platform account, then without prejudice to Optus' other rights, you will promptly disable such passwords and Optus will not issue any new passwords to any such individual.

11. SERVICE REQUIREMENTS AND LIMITATIONS

You acknowledge and agree that:

11.1 Service Restrictions

- (a) Optus cannot guarantee that the Service can be used successfully on Telematics Device that is overseas. International roaming is not available in all countries or in all areas of countries. The countries in which international roaming is available may change from time to time. Furthermore, some wireless modems or modules only operate with the networks of certain countries. For further information, please contact the Optus account executive or Optus Customer Care.
- (b) The Service is only available for use with new SIM connections. The Service does not include and does not support the migration of existing mobile data services to the Optus Telematics Service.
- (c) The Optus SIM Card must not be used:
 - (i) with SIM cards/chips that have been on-sold to third parties;
 - (ii) to transit, refile or aggregate domestic or international traffic on the Optus Mobile Network; or
 - (iii) in connection with a device that switches or reroutes calls to or from the Optus Mobile Network, or the network of any supplier or other Optus Group Company.

11.2 Connection Speed

- (a) The speed of the Service will depend on, among other things, the data transfer speeds and factors including:
 - (i) the type of Optus Mobile network used to connect to the Service. For example, you may obtain faster data transfer speeds on the Optus 4G Network compared to the Optus 3G Network;
 - (ii) the type of Telematics Device used to connect to the Service;
 - (iii) the location of the Telematics Device when using the Service;
 - (iv) the number of users sharing the Optus Mobile network at the location;
 - (v) the speed of the connection chosen between the Optus Mobile network and your private enterprise IP data network;
 - (vi) general private enterprise IP data network activity;
 - (vii) the speed and capacity of the server or application your access within your private enterprise IP data network;
 - (viii) the speed and capacity of your internet connection; and
 - (ix) whether any speed throttling has been applied to Telematics Device.

11.3 General

- (a) The Service does not include remediation works required to ensure that your network or systems are sufficient to run the Optus Telematics Service.
- (b) Optus may vary the Service or any term of this Service Description, without liability, if reasonably required to enable Optus to comply with any supplier agreement.
- (c) As the Service is delivered over the internet, it may traverse networks and equipment that Optus has no control over. Optus will not be responsible for the performance and functionality of those components.
- (d) Optus is not able to guarantee data network quality of the Service, where your Access Connection is interrupted.
- (e) You will comply with, and will use all reasonable endeavours to ensure each End User complies with, all directions of a Regulator and all reasonable directions of Optus.

12. THIRD PARTY PRODUCTS & SERVICES

- 12.1 The Optus Telematics Services include the on-supply of third party Products and services. Optus is not the manufacturer of the Products, or the primary provider of these services. As far as the law allows, Optus does not offer any warranties for the products or services where Optus is not the manufacturer or primary service provider. The warranties available on third party products and services are as set out in the Third Party Usage Terms.
- 12.2 The Third Party Service Provider will supply you with a unique, personalised username and password to enable you to access the Website and use the Services. You are responsible for the security of any username or password.
- 12.3 Subject to and in accordance with the terms in this agreement, Third Party Service Provider grants to you through Optus, during the term a non-exclusive right to:
 - (a) access and browse the contents of the Website; and
 - (b) download and print Data Reports from the Website,provided that:
 - (c) you shall not use the Third Party Service Provider's trademarks or trade names in any way without the express written consent of the Third Party Service Provider; and
 - (d) no part of the Website may be reproduced or stored in any other website.
- 12.4 Optus may cancel your right to use the third party Products or services by notice to you where:
 - (a) the Third Party Service Provider ceases to supply the third party Product or Service for any reason; or
 - (b) if you fail to agree or comply with the Third Party Usage Terms;
- 12.5 You acknowledge and agree that the Third Party Service Provider of the Telematics Device is a third party beneficiary of your right of use and may enforce the terms of your right of use directly.

13. SPECIAL CONDITIONS

Data

- 13.1 All Intellectual Property Rights in or arising out of or in connection with the Services (including the Data Reports) or the Products shall be owned by Third Party Service Provider or Third Party Service Provider's licensors.
- 13.2 Third Party Service Provider owns all data generated by or related to the operation or performance of the Services. This operational and performance data does not include any personal data which shall be dealt with subject to the provisions of clause 13.6 – 13.10 below.
- 13.3 You own all data provided by or on behalf of you to Optus and / or Third Party Service Provider in connection with the Services. Optus and / or Third Party Service Provider may use this data as required for the purpose of performing the Services.
- 13.4 You authorise Optus and / or Third Party Service Provider to retain and use a copy of the data referred to clause 13.3 above, in anonymised aggregated form (such that your identity and any data subject is not ascertainable) for the purpose of carrying out data analytics in relation to the services provided to their customers and otherwise developing new products and services ("Statistical Data").
- 13.5 You grant Optus and / or Third Party Service Provider a non-exclusive, royalty free, fully-paid, irrevocable worldwide right and licence to access, review, analyse, use, manipulate, copy, and modify the Statistical Data for its own purposes, including using the information to produce and distribute reports, analyses and data based upon the Statistical Data.

Privacy

- 13.6 You are responsible for any data privacy, employee relations, insurance or other purposes for which you may use the Products and Services.
- 13.7 You have to comply with all provisions of the Privacy Law. This includes your obligation to duly inform individuals engaged as drivers in the Fleet about the collection, use and/or disclosure (as applicable) of their Personal Information by Optus and Third Party Service Provider. You acknowledge that it is your responsibility to conduct all relevant data privacy impact assessments and to assure yourself of the basis of its collection, use and/or disclosure of Personal Information and that your privacy policies are adequate.
- 13.8 Optus and Third Party Service Provider will only collect, store, and use Personal Information, and the Location Data to the extent that such is necessary for the performance of the Service.
- 13.9 You instruct Optus and the Third Party Service Provider to collect, store and use the Personal Information for the purpose as included under clause 13.8 above.
- 13.10 The Service relies for its operation on services supplied by third parties, including the Third Party Service Provider who are not controlled by Optus. Components of the Service utilise infrastructure hosted in the United States of America, Singapore, UK and/ or the European Economic Area, and as such information relating to you and your use of the Service may be hosted on servers outside of Australia. This information may include your company name and address, administrator name and email address, Service usage details and billing data. In using the Service, you and your personnel consent to Optus or our third party, including the

Third Party Service Provider disclosing this information to the relevant third parties at locations outside of Australia.

14. EARLY TERMINATION

- 14.1 The statement of work will specify if you are purchasing the Service as a Pay Go subscription or for a fixed term with a Committed Term of 12, 24 or 36 months.
- 14.2 For Pay Go subscription, you must give at least 30 days' written notice to Optus if you wish to terminate the Service. There is no Cancellation Fee payable if you cancel a Pay Go subscription Service (or Individual Service). For clarity, you must pay all the upfront charges such as the Telematics Device fee and installation fee.
- 14.3 For a fixed term contract with a Committed Term, you must give at least 30 days' written notice to Optus if you wish to terminate the Service (or an Individual Service) for convenience before the end of the Committed Term, and you may have to pay a Cancellation Fee.
- 14.4 For a Service with a Committed Term, unless otherwise specified in the statement of work, the following Cancellation Fee calculation applies:
- (a) if at the end of the termination notice period, the monthly recurring charge you have paid under this statement of work is less than the Telematics Device fee, you will have to pay a Cancellation Fee equivalent to difference between the Telematics Device fee and the total of the monthly recurring charges paid up to the date of termination.
 - (b) no Cancellation Fee is payable if the monthly recurring charge you have paid up to and including the termination date exceeds the total Telematics Device fee.

For clarity, (i) you must pay all the upfront charges such as the installation fee; and (ii) the ownership of the Telematic Device does not transfer to you and clause 4.6 applies.

- 14.5 Your statement of work will set out the Telematics Device fee and installation fee (if any).
- 14.6 This is an example only in relation to the cancellation of a service during the Committed Term:

Telematics Device fee: \$500

Monthly recurring fee: \$100 per month (Committed Term 24 months)

Scenario A:

Total monthly recurring charges paid at the time of termination in month 10 is \$1,000.

No cancellation fee payable because the total monthly recurring charges paid exceeds the Telematics Device fee.

Scenario B:

Total monthly charges paid at the time of termination in month 6 is \$400.

If the total monthly charges paid is less than the Telematics Device fee, the Cancellation Fee will be the difference between the total monthly charges paid and the Telematics Device fee.

In this example, the Cancellation Fee is \$100.

15. DEFINITIONS

Terms not defined in these Service Terms are as defined in the Service Family Terms or the General Terms (in that order).

Term	Definition
Access Connection	means a telecommunications data service between your nominated equipment and our provider edge routers in an Optus exchange.
Cloud-based Software Platform	means in respect of the Third Party Service Provider hosted platform, Kinesis.
Data Reports	means visual and other representations of telematic data produced by your use of the Services accessible through the Website
Fair Go Policy	means the Optus policy located at https://www.optus.com.au/about/legal/standard-forms-agreement/appendices
Fleet	means the vehicles or assets to be tracked or traced via the Services
Location Data	means data on the geographical position of the Fleet and other messages sent to or by the Fleet
Optus SIM Card	means the Optus local SIM card, SIM chip or virtual SIM
Service Family Terms	mean the terms applicable to each Service option as set out in Part 1 of this Service Description
Service Terms	means these product/service specific terms.
Telematics Device	means the embedded in vehicle telecommunications endpoint device(s) owned by the Third Party Service Provider in which the Optus SIM Card is inserted to connect to the Optus mobile network. A list of available devices is available from your Optus account manager.
Third Party Service Provider	means one of the following third party service providers as identified in the statement of work: (a) Radius Fleet Services Pty Ltd ("Radius")
Third Party Usage Terms	means the terms included in this Service Description (for clarity, these Service Terms and IOT Family Terms)
Website	Website means www.velocityfleet.com , www.kinesisfleet.com , www.radiustelematics.com and any successor website and the content therein (including all and any displayed materials and graphics such as databases, maps, photographs, and other images) which shall include the Data Reports.