



TransnetiX Interactive (Pty) Ltd
Co. Reg. No. 2003/01240/07

Customer Agreement

1. DEFINITIONS

“the Company”	means TransnetiX Interactive (Pty) Ltd.
“agreement”	means the agreement set out in this document together with any appendices hereto referred to as the TransnetiX Agreement.
“the territory”	means South Africa, local and any international Company.
“initial registration”	means the initial supply and registration of the product and documentations.
“monthly fee”	means the monthly charge as set out in the schedule of services mentioned in paragraph 5.7
“agreement documentation”	means the manual and any other related paperwork supplied by the Company or its authorized dealer, which may or may not be related to the product.
“product”	means AbsoluteFleet the web-based fleet management application.
“working hours”	means the hours of 08h30 to 16h30 on a Monday to Friday, in South Africa.
“effective date”	means the date of acceptance of this agreement by the Company.

This agreement shall be construed and interpreted in accordance with the laws of South Africa and phrases and words defined here shall apply in the remainder of this agreement. When the Customer subscribes to TransnetiX/AbsoluteFleet web based application, the Company will issue a username to the Customer. By using the logon and password to access the service offered by TransnetiX, the Customer will be signifying their acceptance of these terms and conditions of use, which is a binding agreement between the Company and the Customer.

2. LICENCE

The Customer hereby agrees to comply with the Licence Agreement pertaining to the product and documentation. The Customer is granted a non-exclusive, non-transferable licence to use the products and documentation.

3. FEES AND PAYMENT

The Customer shall pay to the Company all amounts due in terms of this agreement, in full, prior to the commencement of the Agreement and on any annual renewal of this agreement as contemplated in paragraph 3

- 3.1 If there is a monthly vehicle administration fee payable by the Customer by means of debit order or by electronic fund transfer, the Customer, by virtue of their signature to this agreement, agrees to the payment by debit order, and agrees not to cancel the debit order or electronic transfer for the duration of the agreement.
- 3.2 The Company shall be entitled to increase the vehicle administration fee on an annual basis. Details of such increases shall be published on the Company's website.
- 3.3 Failure to pay any amount due in terms of the agreement on the due date, shall entitle the Company, without prejudice to any other remedies, to charge interest on a daily basis at 9.5% (nine point five percent) per month from the due date of payment to the actual date of payment.

4. TERM

This agreement shall commence on the effective date and shall continue until the end of the initial term of 12 (twelve) months. If notice of termination is not given at least 90 (ninety) days prior to the end of the initial term, this Agreement shall automatically be renewed for a further period of 12(twelve) months and the provisions above shall, mutatis mutandis, apply in respect of such 12 (twelve) month period. The Company may terminate this Agreement summarily including access to support and software if

- 4.1 the Customer breaches any terms of this agreement and fails to remedy same within 10 (ten) days of receipt of written notification from the Company;
- 4.2 the Customer fails to pay any amount due in terms of this agreement on the due date;
- 4.3 the Customer commits an act of insolvency as defined in the Insolvency Act.

In the event that this agreement is terminated for any of the reasons mentioned in paragraph 4, the Customer shall not be entitled to a refund of any amount paid in terms of this agreement. In the event that this agreement is terminated and the Customer wishes to enter into a new agreement, the Customer will be charged such amounts as would be applicable to a new agreement.

5. COMPANY OBLIGATIONS

The Company undertakes that:

- 5.1 the Company shall use reasonable endeavors to support the product during the term of this agreement by providing telephonic and e-mail support during working hours;
- 5.2 the Company shall only be responsible to provide support for the product on the current versions of the product and the most recent version of the product in existence prior to the current version of the product;

- 5.3 the Company, at its sole discretion, reserves the right to issue new versions of the product and documentation;
- 5.4 the Company shall endeavor to provide corrections, updates and releases to the product at such times at its sole discretion, which it shall determine. Corrections, updates and releases to the product, arising as a result of a change in database, used by the product are specifically excluded from the agreement;
- 5.5 if the Company cannot effect any correction telephonically, the Company or TransnetiX approved partner, upon receipt of written authorization from the Customer, may at its sole discretion attend at the Customer's premises to effect the correction, in which event such attendance together with traveling time and expenses shall be charged to the Customer by the Company or TransnetiX Approved Dealer;
- 5.6 the Company shall not be responsible for and shall not be obliged to correct errors which result
- 5.6.1 from failure of equipment or other software, including, but not limited to machine operating software, third party applications not developed by the Company and which are not covered by this agreement including faults in electrical supply and operator error from whatever cause by cable or connector malfunction or breaks;
- 5.6.2 from environmental conditions including, but not limited to, conditions associated with humidity and air-conditioning; from accident, negligence, misuse or default by the Customer or any third party or due to a force majeure;
- 5.6.3 from failure of fixed or removable storage media;
- 5.6.4 from any version of the product other than the current version of the product;
- 5.6.5 the Customer may use any reporting application, provided that it does not change the TransnetiX Fleet Management Application Database/AbsoluteFleet Structure. Any change to the TransnetiX Fleet Management Database/AbsoluteFleet Structure will affect the Front-End to see the Database and will no longer be operational.
- 5.6.6 and from tampering with installation files, transfer of data, changing of any settings on the server
- 5.6.7 should the TransnetiX Fleet Management System cease to operate due to the tampering of the underlying database, or by disregarding any instructions given by the installation team, TransnetiX will correct these problems at a charge of R750.00 per hour including travel.
- 5.6.8 should there be any problems arising from the clients own network, or changes made to the network, while the system is in operation, it will not be TransnetiX's responsibility to correct these problems and TransnetiX cannot be held responsible to effect the correction of these problems unless specifically contracted to do so by the customer, whereupon TransnetiX will quote accordingly or alternatively the hourly rate will apply.
- 5.6.9 Any time spent by the Company investigating an error caused by any of the above shall be charged for by the Company as an additional cost at the Company's then current rates of service and traveling on a time and material basis.
- 5.7 The Schedule of Services would include the following:
- 5.7.1 The Software is configured to automatically check for updates. By using the Software, you consent to receiving

software modifications, updates and/or patches and upgrades that addresses issues such as security, interoperability, and performance. Your use of the updates and upgrades shall be governed by this EULA unless you are asked to agree to a new EULA at the time of download or installation. This service allows users to connect securely SLL (128bit SLL encryption), the servers are all hosted in Class 5 fireproof and redundant and fault-tolerant environment. The Data Back-up is daily, off site and fully automated.

6. INTELLECTUAL PROPERTY

The Company retains the right, title and interest in ownership of the copyright and all other intellectual property rights in the product and the documentation. The Customer acknowledges that nothing contained in this agreement shall give the Customer any right, title, or interest in the intellectual property.

7. LIABILITY

The Company makes no warranties and representations whether express or implied in respect of the products, the disks or the documentation attaching to the product and in no event will the Company be liable or direct, indirect, special, incidental or consequential damages arising out of the use or inability to use the products or documentation even if advised of the possibility of such damage. In addition the Company specifically does not warrant or guarantee or make any representation concerning the use of or result of the use of the product and the product is licenced/subscribed and used at the sole risk of the Customer. Any claim which the Customer may have against the Company shall be limited to the Company either replacing or repairing the product at the sole discretion of the Company.

8. THE CUSTOMERS OBLIGATIONS

The Customer undertakes:

- 8.1 to keep master copies of the products and documentation in a safe place at its principle place of business;
- 8.2 to assign a contact person to deal with all correspondence and communication with the Company in respect of this agreement;
- 8.3 to select only suitably trained staff for operation of the product;
- 8.4 to institute any new releases or error fixes and versions of products in line with the Company's recommendations and to keep machine operating software up to date and pay all costs associated therewith;
- 8.5 not to reverse engineer, disassemble, or translate, decode or modify the product;
- 8.6 not to loan, rent, assign, sub-lease or in any other manner or form, transfer the product to any unauthorized third party;
- 8.7 to comply with the registration requirements, including the initial registration of the product, which requirements the Company will determine from time to time and in its absolute and sole discretion;
- 8.8 to notify the Company of any changes to the bank account details listed in the Debit Order Details contained in this agreement;
- 8.9 to pay to the Company an administration fee of R250 (two hundred and fifty rand) for each and every instance that a debit order is rejected by the Customers bankers;

- 8.10 to ensure that the product is suitable for the purpose intended;
- 8.11 to keep a minimum of 1 (one) separate backup of current data of a standard and frequency to allow the Customer to recover information without any undue loss of staff time;
- 8.12 to notify the Company of any alleged defect within the period not exceeding 5 (five) days from the date the alleged defect becomes apparent;
- 8.13 to use their logon and password for their own business use only;
- 8.14 not to disclose their logon and password to any other person for any reason whatsoever and will maintain the confidentiality thereof.

9. NOTICES

- 9.1 The parties choose as their domicilium citandi et executandi the address set out on the front page of the agreement for the purpose of serving any documents or legal process in regard hereto.
- 9.2 Any notice given and any payment made by a party to the other ("the addressee") which:
 - 9.2.1 is delivered by hand during normal business hours of the addressee at the addressee's domicilium for the time being presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery: provided that the delivery is effected by or on behalf of the Customer at the Company's domicilium, the presumption shall only apply as regards to the Company if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery;
 - 9.2.2 Is posted by pre-paid registered post from an address within South Africa to the addressee at the addressee's domicilium for the time being, it shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting.

10. GENERAL

- 10.1 This agreement constitutes the whole agreement between the parties. No variations, addition or cancellation of this agreement or any waiver of any rights shall be of any force unless reduced to writing and signed by the parties.
- 10.2 No indulgence, leniency or extension of time which the Company may show to the Customer shall in any way prejudice the Company or preclude the Company from exercising its rights in the future.
- 10.3 This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 10.4 the Company's preferred medium of correspondence and communication with the Customer will be by means of email. The Customer is responsible for supplying the Company with a valid email address and notifying the Company of any changes in this email address from time to time.

11. JURISDICTION

- 11.1 The Customer, by its signature hereto and in terms of the provision of section 45 of the Magistrate's Court Act No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's Court in relation to any action or proceeding instituted against the Customer in terms of or arising out of provisions of this agreement provided that the Company, in its sole and absolute discretion, shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.
- 11.2 In the event of the Company instituting legal proceedings against the Customer to recover amounts due to the Company or take any other legal steps arising out of this agreement, the Customer shall be liable for legal costs on the scale as between attorney and own client and/or any collection costs.

Customer

Full Name

Signed

At On 2010

TransnetiX Interactive (Pty) Ltd

Full Name

Signed

At On 2010