

AdaptFMS End User Licence Agreement

1 Acceptance

- (a) VERIDAPT PTY LTD, ACN 072 524 433 (**we** or **us**) has developed specialised hardware and software for fuel telemetry. We own the fuel management system known as AdaptFMS Software (which includes AdaptIQ, AdaptMAC, AdaptSMU, AdaptIO and AdaptPulse applications), including all instructions in hard copy or electronic form and any update, modification or release of any part of that software (**AdaptFMS Software**).
- (b) These terms and conditions (**Terms**):
 - (1) set out the terms and conditions upon which we agree to grant you a right to use the AdaptFMS Software; and
 - (2) are binding on you from the date (**Effective Date**) on which we or our reseller enables you to access and use the AdaptFMS Software until the date on which your access is terminated, subject to the Order Form (**Term**).
- (c) By accessing and/or using the AdaptFMS Software, you:
 - (1) warrant to us that you have reviewed these Terms;
 - (2) warrant to us that you have the legal capacity to enter into a legally binding agreement;
 - (3) warrant to us that you have the authority to act on behalf of any person or entity for whom you are using the AdaptFMS Software, and you are deemed to have agreed to these Terms on behalf of any entity for whom you use the AdaptFMS Software;
 - (4) warrant to us that you have all hardware, software and AdaptFMS Software which are necessary to access and use the AdaptFMS Software; and
 - (5) agree to use the AdaptFMS Software in accordance with these Terms.

2 Licence

- (a) In consideration for payment of the fees (**Fees**), as set out on the order form with us or our authorised reseller (**Order Form**), for your chosen annual plan which provides for certain features as set out on the Order Form (**Plan**), we grant you a limited, non-exclusive, non-transferable, non-sublicensable, personal and revocable licence to download, access and use the AdaptFMS Software for internal business purposes for the Term (**Licence**).
- (b) You agree that:
 - (1) the Licence permits you to use the AdaptFMS Software in accordance with the AdaptFMS Software's normal operating procedures; and
 - (2) we reserve the right at any time and from time to time to: (i) refuse any request in relation to the AdaptFMS Software that we deem inappropriate, unreasonable, illegal or otherwise non-compliant with these Terms; and/or (ii) modify or discontinue, temporarily or permanently, access to the AdaptFMS Software (or any part thereof) with notice and (iii) change or remove features of the AdaptFMS Software provided that, where there is any material alteration to the AdaptFMS Software in accordance with this clause, we will provide you with 20 business days' notice.

3 Restrictions

- (a) You acknowledge and agree that these Terms incorporate by reference the terms of any acceptable use policy as provided to you from time to time.
- (b) You must not (and must ensure the authorised users do not) access or use the AdaptFMS Software except as permitted by the Licence and you must not do, omit to do, or authorise any act that would or might invalidate or be inconsistent with our intellectual property rights in the AdaptFMS Software. Without limiting the foregoing provisions, you must not and must not permit any other person to:

- (1) resell, assign, transfer, distribute or provide others with access to the AdaptFMS Software;
- (2) grant any security interest over the AdaptFMS Software;
- (3) "frame", "mirror" or serve the AdaptFMS Software on any web server or other computer server over the Internet or any other network;
- (4) in the case of AdaptFMS Software that is developed only to be used on specific hardware (by way of example, AdaptMAC software which is only to be used on AdaptMAC hardware), use that AdaptFMS Software on hardware other than the specific hardware;
- (5) copy, alter, modify, create derivative works from, reproduce to a third party, reverse assemble, reverse engineer, reverse compile or enhance the AdaptFMS Software;
- (6) alter, remove or tamper with any trademarks, any patent or copyright notices, any proprietary notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the AdaptFMS Software;
- (7) use the AdaptFMS Software in any way which is in breach of any applicable local, state, federal and international laws and regulations (**Laws**) or which infringes any person's rights, including intellectual property rights;
- (8) use the AdaptFMS Software in any way that damages, interferes with or interrupts the supply of the AdaptFMS Software;
- (9) introduce malicious programs into our hardware and software or our hardware, software and AdaptFMS Software which are integrated and operate together, including our networks
- (10) use the AdaptFMS Software to carry out security breaches or disruptions of a network. Security breaches include accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
- (11) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the AdaptFMS Software;
- (12) solicit or entice away, any person or organisation that was our actual or prospective, client, employee, contractor, representative, agent, or developer during the Term.

4 Support Services

- (a) During the Term, we (or our authorised resellers) will provide you with maintenance and support for the AdaptFMS Software (**Support Services**) including:
 - (1) clarification of the AdaptFMS Software functionality;
 - (2) consultation on the uses, results and applicability of the AdaptFMS Software;
 - (3) provide consultation in the troubleshooting, maintenance, replacement and repair of defective or damaged system components (where the system components are provided by us or our reseller or is our proprietary hardware) in relation to the software;
 - (4) providing software upgrade packages and associated documentation for new improved features/functionality of the software in line with the software development roadmap;
 - (5) providing software update packages and associated documentation as required to resolve software defects, errors, bugs, etc.;
 - (6) maintaining and providing all documentation as required; and

- (7) maintaining the AdaptFMS Software and providing all fixes required and new releases (where requested and excluding any custom plugins) to the site that the AdaptFMS Software is installed.
- (b) If you have acquired the AdaptFMS Software from an authorised reseller, all requests for Support Services are to be sent directly to that reseller.
- (c) We reserve the right to refuse any request for or in relation to Support Services that we deem inappropriate, unreasonable, illegal or otherwise non-compliant with these Terms.
- (d) Support Services will be provided to you on a non-exclusive basis.

5 Your Data

- (a) **Licence:** Where necessary to provide and supply the AdaptFMS Software, you grant us and our sub-processors a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to (i) use, copy, back-up, process, transmit, store, edit, modify, aggregate, combine, reproduce, distribute, display, perform, and prepare derivative works of the information, documents and other data you or your personnel provide to us or which we otherwise access in providing the AdaptFMS Software (**Data**) and (ii) otherwise access, use or make reference to the Data or any intellectual property rights in the Data:
 - (1) to supply the AdaptFMS Software (including enabling you, your personnel and authorised users to access and use the AdaptFMS Software);
 - (2) for diagnostic purposes;
 - (3) to test, enhance and otherwise modify the AdaptFMS Software whether requested by you or not;
 - (4) to develop other AdaptFMS Software; and
 - (5) as reasonably required for the performance of our obligations under these Terms.
- (b) **Moral Rights:** If you or any of your personnel have any moral rights (as defined in the *Copyright Act 1968* (Cth)) (**Moral Rights**) in any Data, you (and you will ensure that your personnel) consent to the infringement of those Moral Rights by us or our personnel.
- (c) **General:** You must, at all times, ensure the integrity of your Data and that your use of your Data is compliant with all Laws. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all your Data to us and to grant the rights granted to us in these Terms; and (ii) your Data and its transfer to and use by us as authorised by you under these Terms does not violate any Laws (including those relating to export control and electronic communications) or rights of any third party, including any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorised in these Terms is not inconsistent with the terms of any applicable privacy policies. We assume no responsibility or liability for your Data, and you shall be solely responsible for your Data and the consequences of using, disclosing, storing or transmitting it.

6 Your Responsibilities and Obligations

You must, at your expense:

- (a) provide us, our personnel and/or our authorised reseller with all materials and all reasonable assistance and cooperation in order for us to supply the AdaptFMS Software in an efficient and timely manner, including obtaining from authorised users any consents necessary to allow you and your personnel to engage in the activities described in these Terms and to allow us to provide the AdaptFMS Software;
- (b) provide us, our personnel and/or our authorised reseller with reasonable access to your computing environment, including all Systems, information technology and telecommunications AdaptFMS Software (**Computing Environment**), if necessary, for us to supply the AdaptFMS Software;
- (c) not misuse the AdaptFMS Software

- (d) ensure that only your personnel and authorised users' access and use the AdaptFMS Software and such use and access is in accordance with the terms and conditions of the Licence;

7 Audit and monitoring

- (a) You must keep a record of the use of and access to the AdaptFMS Software and provide a copy of it to us upon request.
- (b) We, our personnel and any person authorised by us may audit and inspect, and appoint one or more auditors to audit and inspect, any of your Systems, documents and records to verify your compliance with these Terms. Upon receipt of a written notice from us, you must permit such audits and inspections and give such persons reasonable assistance, access and facilities. We will bear all costs associated with such audits and inspections.

8 Payment

- (a) You must pay us, or our authorised reseller, the Fee for your Plan and any other amount payable under these Terms, without set off or delay, via the payment method set out on the Order Form.
- (b) The Fee for your Plan is payable in advance of the next billing cycle for your Plan and any additional charges will be billed in arrears at the end of the Plan cycle (unless otherwise agreed).
- (c) You are responsible for reviewing the pricing schedule, features and limits associated with your Plan
- (d) If there is a variation to your Licence during the Term, we, or our authorised reseller, will include the fees due and payable for the variation performed in invoice(s) subsequent to the performance of the variation.
- (e) The Fee is non-refundable. To the maximum extent permitted by Law, there will be no refunds or credits for any unused Plan (or part thereof), Plan downgrade or unused Accounts. Downgrading your Plan may result in the loss of features or capacity. We do not accept any liability for any losses or damages that may arise in such cases.
- (f) Where GST or a similar value-added tax in your own country is applicable, the Fee will be inclusive of such value-added tax. You are responsible for all other taxes, levies or duties imposed by taxing authorities in your own country, and you shall be responsible for payment of them. We have no responsibility to them on your behalf.
- (g) If any payment is not made in accordance with our or our authorised reseller's payment terms, our reseller may (at our or our reseller's absolute discretion):
 - (1) restrict access to the Adapt FMS Software and recover as a debt due and immediately payable from you our additional costs of doing so;
 - (2) charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum (or, in the event that this interest rate is not permitted by law in the relevant jurisdiction, the highest amount permitted by law), calculated daily and compounding monthly, on any amounts unpaid after the due date of payment;
 - (3) engage debt collection services and/or commence legal proceedings in relation to any unpaid amounts; and/or
 - (4) report you to independent credit data agencies.

9 Intellectual Property Rights

- (a) All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with these Terms and the AdaptFMS Software) will at all times vest, or remain vested, in us, our licensors or both.
- (b) You must not, without our prior written consent:
 - (1) copy or use, in whole or in part, any of our intellectual property;
 - (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our intellectual property to any third party; or

- (3) breach any intellectual property rights connected with AdaptFMS Software, including (without limitation) altering or modifying any of our intellectual property; or creating derivative works from any of our intellectual property.
- (c) You hereby assign to us all present and future proprietary rights (including intellectual property rights) you may otherwise have in the AdaptFMS Software, its documentation and associated materials, and any modifications, adaptations or improvements thereof, whether created before or after the date of these Terms or in the future.
- (d) You must obtain, at our request and for our benefit, a written assignment of those intellectual property rights from you or your personnel who may otherwise claim those intellectual property rights, together with a written consent waiving any Moral Rights you or that person may have in connection with those intellectual property rights.
- (e) You must, at our request, deliver up to us a copy of any material in which intellectual property rights subsist referred to in this clause 9, including modifications to the AdaptFMS Software, in a format acceptable to us.
- (f) This clause 9 will survive termination of your Account.

10 Warranties

- (a) We warrant that the AdaptFMS Software will, when:
 - (1) correctly installed on the equipment with specifications equal to or better than the equipment specifications set out on the Order Form; or
 - (2) in the case of AdaptFMS Software that is developed only to be used on specific hardware (by way of example, AdaptMAC software which is only to be used on AdaptMAC hardware), when correctly installed on that specific hardware,
substantially comply with and perform in accordance with our documentation during the Term.
- (b) You acknowledge that no warranty is provided that the AdaptFMS Software is error free, will operate uninterrupted or is fit for any particular purpose.
- (c) Other than those expressly set out in clause 10(a) and to the maximum extent permitted by Law, we make no other warranties relating to the AdaptFMS Software, the documentation and these Terms, including warranties in relation to fitness for a particular purpose, non-infringement, interoperability, performance, and compliance with any standards or Laws.
- (d) To the maximum extent permitted by Law, our sole obligation and liability in respect of any breach of any warranties given by us in clause 10(a) will be to modify the AdaptFMS Software to make it compliant with the warranty.
- (e) To the maximum extent permitted by Law, any claim or action by you in connection with a breach of clause 10(a) must be brought within 20 business days of expiry of the Term and you waive any rights it might otherwise have to bring a claim outside that period.

11 Indemnity and liability

- (a) Despite anything to the contrary, to the maximum extent permitted by the Law:
 - (1) our maximum aggregate liability arising from or in connection with these Terms (including the AdaptFMS Software or the subject matter of these Terms) will be limited to, and must not exceed the total amount of Fees you paid to us, or to our authorised reseller, in the year in which the liability arose; and
 - (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data,
whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

- (b) Despite anything to the contrary, to the maximum extent permitted by the Law, we have no liability, and you release and discharge us from all liability, arising from or in connection with any:
- (1) any damage, injury or loss to any person or property;
 - (2) unavailability or interruption to the AdaptFMS Software or your Systems; or
 - (3) breach of these Terms or any laws,
- where caused or contributed to by any:
- (4) event or circumstance beyond our reasonable control;
 - (5) a fault, defect, error or omission in your Computing Environment or Data; or
 - (6) act or omission of you, your related parties, personnel or a third-party service provider,
- and, in any event, any error, omission or lack of suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the AdaptFMS Software.
- (c) Certain legislation including the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations in your jurisdiction (**Consumer Laws**) may confer you with rights, warranties, guarantees and remedies relating to our provision of our AdaptFMS Software which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in these Terms attempts to exclude, restrict or modify your Statutory Rights as a consumer under the Consumer Laws. Any and all other warranties or conditions which are not guaranteed by the Consumer Laws are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms.
- (d) You acknowledge and agree that:
- (1) you are responsible for all users using the AdaptFMS Software, including your personnel and any authorised users;
 - (2) you use the AdaptFMS Software and any associated programs and files at your own risk;
 - (3) any use of AdaptFMS Software in conjunction with third party software is at your own risk;
 - (4) the AdaptFMS Software may use third party products, facilities or AdaptFMS Software. We do not make any warranty or representation in respect of the third-party products, facilities or AdaptFMS Software;
 - (5) we do not guarantee that any file or program available for download, use and/or execution from or via the AdaptFMS Software is error free or free from viruses or other conditions or which could damage or interfere with Data, hardware or software with which it might be used;
 - (6) we may relocate the Data to another jurisdiction, in which case we will give you 15 business days' notice and use all reasonable endeavours to minimise the effect of such change on your access and use of the AdaptFMS Software;
 - (7) we are not responsible for any corruption or loss of any Data (except to the extent such corruption or loss of Data is caused by our gross negligence or wilful misconduct);
 - (8) we are not responsible for the integrity or existence of any Data on the Computing Environment, network or any device controlled by you or your personnel; and
 - (9) we may pursue any available equitable or other remedy against you if you breach any provision of these Terms.
- (e) Despite anything to the contrary, to the maximum extent permitted by Law, you must indemnify us and hold us harmless from and against any loss, cost, liability or damage, howsoever arising, suffered or incurred by us and arising from or in connection with

any claim relating to your Data, your use of the AdaptFMS Software or any breach of these Terms by you.

- (f) This clause 11 will survive termination of the Account.

12 Removal of Access

- (a) We may revoke your access to the AdaptFMS Software immediately by notice to you if you commit a breach of these Terms and do not remedy that breach within 10 business days after receipt of a notice from us specifying the breach and requiring the breach to be remedied.

13 Confidentiality

- (a) Each party agrees to keep confidential, and not to use or disclose, other than as permitted by these Terms, any information which:

- (1) is marked confidential;
- (2) is, by its nature, confidential; or
- (3) the recipient knows, or ought to know, is confidential,

but excludes information which, without breach of these Terms or other breach of confidence:

- (4) is in the public domain;
- (5) the recipient already knew or had possession of on a non-confidentiality basis, before receiving the information from the disclosing party; or
- (6) has been independently developed or acquired by the recipient.

(Confidential Information)

Without limiting the foregoing, the parties agree that Confidential Information includes our technical, operational, billing, pricing and commercial information in relation to the supply of the AdaptFMS Software.

- (b) The obligation of confidence in clause 13(a) extends to Confidential Information provided to or obtained by a party before entering into these Terms.
- (c) The obligation of confidence in clause (a) does not apply to Confidential Information that is required to be disclosed by an applicable Law or the rules of any stock exchange upon which the recipient's securities are or are proposed to be listed, provided that the recipient:
- (1) discloses the minimum amount of Confidential Information required to satisfy the Law or rules; and
 - (2) before disclosing any information, the recipient provides a reasonable amount of notice to the discloser and exhausts all reasonable steps (whether required by the discloser or not) to maintain the Confidential Information in confidence.
- (d) Each party may disclose Confidential Information of the other party only on a 'need-to-know' and confidential basis:
- (1) with the prior written consent of the other party;
 - (2) to its personnel; or
 - (3) in our case, our authorised reseller and any necessary third parties, for the exercise of rights or the performance of obligations under these Terms.
- (e) Each party who discloses Confidential Information of the other party pursuant to clause 13(d) must ensure that the information is kept confidential by the recipients.
- (f) Each party must take all steps and do all things as may be reasonably necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

14 General

- (a) **Force Majeure:** If a party (**Affected Party**) is unable to perform any of its obligations under these Terms due to an event or circumstance beyond its reasonable control (**Force Majeure**) and it gives the other party prompt written notice of such, the Affected Party's obligations shall be suspended to the extent necessary. The Affected Party must use reasonable efforts to limit the impact of the event on its performance and must continue to perform its obligations in full as soon as the Force Majeure ceases.
- (b) **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this provision).
- (c) **Notices:** Any notice given under these Terms must be in writing and addressed to us at the details set out below or to you at the details provided. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of email.
- (d) **Waiver:** Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing.
- (e) **Relationship of parties:** These Terms are not intended to create a partnership, joint venture or agency relationship between the parties.
- (f) **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.
- (g) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- (h) **Entire agreement:** These Terms contain the entire understanding and agreement between you and us in respect of their subject matter.
- (i) **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on veridapt.com or other website as notified by us. Such variation will take effect at the commencement of your next Plan billing cycle. Prior to the commencement of each Plan billing cycle, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them.
- (j) **Governing Law:** These Terms are governed by the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waive any rights to object to proceedings being brought in those courts. The AdaptFMS Software may be accessed in Australia and overseas. We make no representation that the AdaptFMS Software complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the AdaptFMS Software from outside Australia, you do so at your own risk and are responsible for complying with the Laws in the place you access the AdaptFMS Software.

For any questions, please contact us at:

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