

IntelliTrac Fleet Management ASP Agreement 24 Month Contract

BETWEEN IntelliTrac and the 'Customer' as identified on page 1 of this Agreement.

1. Interpretation. In the interpretation of the terms:-

"Agreement" means this Application Service Provision (ASP) agreement for the provision of GPS Fleet Management Products, Software Application Services and GPRS Bundled Communications (if the Option is Selected); "ASP" means the Internet Hosted Client Server or Web Browser Based IntelliTrac/Virtual Map Software Application services selected by the customer on the Fleet Management Services Order Form; "Asset" means any vehicle, motorcycle, plant & equipment or building/structure in which IntelliTrac products are installed; "IntelliTrac" means, IntelliTracLiberty Technology Pty. Ltd. ABN 31-238-398-354; "IntelliTrac Product/s" means GPS Tracking products and related peripherals. "IntelliTrac Coverage Area" means the coverage area as defined by the GPRS Service Provider; "GPRS Service Provider" means the communications service provider being Telstra, Optus, Vodafone or any other telecommunications provider from time to time; "GPRS Services" means communications services required for the IntelliTrac Products to Transmit information to the IntelliTrac Data Centre. "GPRS Bundled Communications" means where IntelliTrac sources and directly pays the GPRS Service Provider on your behalf for any GPRS Services incurred for the supply of The Customers' ASP Service, hence facilitating the provision of one monthly account to The Customer by IntelliTrac for both ASP Services and GPRS Services. "Third Party Equipment" means any equipment supplied by a third party to be installed in the Asset and used in conjunction with IntelliTrac Products. "User Manual" means A guide or booklet being hardcopy or softcopy available from IntelliTrac and the IntelliTrac Web Site which may be amended from time to time, detailing the correct use of the IntelliTrac Products and ASP Services.

2. Installation and Use of IntelliTrac Products

2.1 The Customer must use the IntelliTrac Products and ASP services strictly in accordance any applicable laws relating to The Privacy Act and in accordance with The User Manual and will ensure that all other persons operating the products are familiar with the applicable laws relating to The Privacy Act and The User Manual and the operation of the products in particular the requirements in the case of an inadvertent or mistaken action creating excessive tracking requests.
2.2 IntelliTrac approved installers will install the IntelliTrac Products. The customer must not attempt or allow any third party to remove, modify or tamper with the IntelliTrac Products or ASP Software Platforms without IntelliTrac's prior written consent. IntelliTrac will in no way be liable for any damage caused to the Customer's vehicle or Assets or surrounds in the course of installing the IntelliTrac Products. The Customer's rights for such damage lie against the installer and the customer indemnifies IntelliTrac in relation thereto.
2.3 The Customer must quote their ASP User Logons and Passwords or Identification details to the relevant IntelliTrac agent or representative when requested. The Customer must not disclose their ASP User Logons and Passwords or Identification details to any other person or record or leave the ASP User Logons and Passwords or Identification details in such a place as to make the ASP User Logons and Passwords or Identification details easily accessible to unauthorised persons. ASP User Logons and Passwords or Identification details are to be completed on the IntelliTrac Fleet Management ASP Agreement Form.

3. ASP Services

3.1 In return for a Monthly, Quarterly or Annual Fee, IntelliTrac will provide the ASP services as requested by The Customer, commencing on the date notified to the Customer by IntelliTrac.
3.2 The Customer acknowledges IntelliTrac's sole discretion to vary the ASP fee from time to time.
3.3 Without limiting clause 6.1 where the monitoring and or hire purchase or Rental fee is not paid within (14) fourteen days of the due date outlined on the IntelliTrac tax invoice, IntelliTrac will have no further obligation or responsibility to provide the ASP Services.
3.4 The Customer acknowledges that all Software and Mapping Data remains the property of IntelliTrac and the Customer has rights to the use of the ASP Software when ASP fees are paid in full and up to date.
3.5 The Customer acknowledges that ASP fees are due and billed monthly in advance pro rata from the date of commissioning at IntelliTrac Office (generally a few days prior to installation). These fees are payable regardless of whether the Customer actively logs in to use the software or regardless of whether the device is transmitting data.
3.6 The Customer is responsible for notifying IntelliTrac of any devices which are not performing due to prescribed specifications. Failure to notify will not absolve the Customer from paying the necessary ASP Fees.

4. Risk

4.1 The Customer expressly acknowledges that due to circumstances often beyond the control of IntelliTrac, including (but not limited to) software viruses, power failure, electrical or topological interference, equipment malfunction, tampering by unauthorised persons and the actions and omissions by suppliers of telephone services, Police or Emergency Services or security patrol services, the IntelliTrac Products and ASP Services may not operate as designed. The Customer also acknowledges that IntelliTrac is not responsible for damages to the IntelliTrac Products and ASP Services or their failure to perform, as a result of any Asset, accident, vandalism or other consequence.
4.2 The Customer therefore understands and agrees that IntelliTrac will not be responsible for any performance, or failure, of the ASP Services and/or IntelliTrac Products, and any resulting loss or damage whether due to the circumstances envisaged in clause 4.1 or otherwise.
4.3 The Customer acknowledges that IntelliTrac is not responsible for malfunction of or failure to function by the Third Party Equipment or any damages caused as a result of such failure or malfunction.
4.4 The Customer Acknowledges that regardless of the quality of data obtained by The IntelliTrac Products, ASP Services or GPRS Service provider, the customer is liable to pay any agreed charges, until a written notice of Termination or Suspension of Services is received from The Customer. (Subject to Clause 6.1)
4.5 The Customer Acknowledges that where the GPRS Bundled Communications exceed the agreed monthly AlAsset, IntelliTrac may charge to The Customer any excess usage fees.

5. Change of Ownership

5.1 The Customer must notify IntelliTrac where the Customer's Asset is assigned, sold or leased to a third party.

6. Termination

6.1 The Customer may terminate this agreement after the initial contract term by giving at least 30 days written notice to terminate this Agreement. Where the customer is in default or The Customer terminates this Agreement, no entitlement to a refund of ASP fees will be payable. The customer must pay any outstanding hire purchase fees, rental fees and/or access charges as detailed in the agreement for the remaining portion of the Contract Term immediately. Where IntelliTrac terminates this agreement, a pro-rata portion of the ASP fee for the period not yet expired will be refunded by IntelliTrac to the Customer.
6.2 Upon Termination, The Customer is responsible for terminating any GPRS Services not bundled by IntelliTrac directly with the GPRS Service Provider.

7. Basis of Order

7.1 An Order by the Customer will only be binding if it is issued on the Fleet Management Services Order Form, signed by the Customer. IntelliTrac retains the right at all times to accept or refuse an Order.
7.2 IntelliTrac will arrange delivery and installation of the IntelliTrac Products and any third party equipment as soon as is practically possible following acceptance of the order.

8. Prices and Payments

8.1 The prices payable for the IntelliTrac Products, Third Party Equipment and ASP Services are quoted and amended from time to time. The validity of any quotation is 10 days unless otherwise specified in writing by IntelliTrac.
8.2 Where the Customer pays for IntelliTrac Products, Third Party Equipment, ASP Services and or installation thereof by continuing credit card instalment payments, the Customer acknowledges that IntelliTrac is authorised to deduct all due payments on the dates on which they are required to be made.
8.3 Where the Customer makes payments to IntelliTrac by way of credit card instalments or Direct Debit Instalments, the Customer must immediately notify IntelliTrac of the loss or theft or expiry of the particular credit card or Nominated Bank Account. The Customer must notify in writing of replacement credit card or Nominated Bank Account details as soon as practically possible so that continuing credit card payments are not terminated.
8.4 Where a Customer wishes to stop any credit card instalment payments to IntelliTrac (after the initial contract period), the Customer must notify IntelliTrac in writing of such decision.
8.5 Payment of all IntelliTrac Products, ASP Services and/or Third Party equipment is due according to the terms and conditions as specified in this Fleet Management Agreement.
8.6 Should the Customer default in any scheduled payment of this Agreement, all monies due under the terms of this agreement will be due and payable immediately.

9. Warranty

9.1 IntelliTrac warrants that the products supplied in this agreement are free from defects and defaults and fit for the purpose for which they are intended as of the date of installation. 9.2 This warranty continues in force for a period of (12)Twelve months from the date of installation of the products in the Asset. If an authorised installer removes and refits the products during the warranty period in a new Asset then the warranty period will continue to run and the date of installation will be the date of installation in the first Asset nominated by the customer. 9.3 Subject to clause 9.4 IntelliTrac will repair or replace, at its absolute discretion, any defective IntelliTrac products or component parts during the warranty period at its own expense. 9.4 The IntelliTrac Warranty immediately becomes void if the Customer fails to comply with the User Manual operating instructions and information or the customer or any person not authorised by IntelliTrac attempts to service, repair, assemble, disassemble, tamper with or remove the IntelliTrac products (or components thereof) or; the Customers Asset has been involved in an accident or materially damaged and the IntelliTrac products have not subsequently been tested or approved by a IntelliTrac authorised person. 9.5 The warranty does not apply to any third party equipment forming part of the order but IntelliTrac will endeavour to preserve and pass onto the Customer any Third Party warranty applicable to the third party equipment

By Signing this agreement the Customer acknowledges that he or she has read, understood and agrees to be bound by these obligations.

Name..... Position.....

Company Name..... Please Sign.....

Date.....



VMAP User Registration Form

Please complete one form for each user

IntelliTrac Street Level Coverage Areas Required By This User

Please Tick

Victoria	Metro	<input type="checkbox"/>	Country	<input type="checkbox"/>
NSW	Metro	<input type="checkbox"/>	Country	<input type="checkbox"/>
Queensland	Metro	<input type="checkbox"/>	Country	<input type="checkbox"/>
South Australia	Metro	<input type="checkbox"/>	Country	<input type="checkbox"/>
W.A.	Metro	<input type="checkbox"/>	Country	<input type="checkbox"/>
NT	Metro	<input type="checkbox"/>	Country	<input type="checkbox"/>
TAS	Metro	<input type="checkbox"/>	Country	<input type="checkbox"/>
New Zealand	South	<input type="checkbox"/>	North	<input type="checkbox"/>

VMAP User Details	Company Name		
	Branch/Dept		
	Address		
	Suburb	State	Postcode
	User Name		Email
	Telephone		Mobile

VMAP User Privileges	Please Tick One Only		User:- View Vehicle Locations & Update Position, Messaging Power User:- Generate Reports, Replay Journeys, Download Logs, Output Control Super User:- Update Databases, Tracking & Logging Parameters, Assign Vehicles to Users, Assign User Privileges
	<input type="checkbox"/> Super User	<input type="checkbox"/> User	
	<input type="checkbox"/> Power User		

Allocated Vehicles To This User ID		Office Use QC
Vehicle Name		Vehicles Allocated <input type="checkbox"/>
1		By _____
2		Date _____
3		
4		
5		
6		
7		Client Prepared <input type="checkbox"/>
8		By _____
9		Date _____
10		
11		
12		
13		
14		
15		CD to Head Office <input type="checkbox"/>
16		CD to each branch <input type="checkbox"/>
17		CD to each user <input type="checkbox"/>
18		Web Browser <input type="checkbox"/>
19		Client Software Delivery By _____
20		Client Software Delivery Reference _____
21		
22		Client Software Delivery date _____
23		
24		
25		