

Valid from May 18, 2021

JLT MOBILE COMPUTERS SERVICE LEVEL AGREEMENT

1 PREAMBLE

1.1 This Service Level Agreement (the "SLA") shall apply to JLT products (the "Products") sold by JLT Mobile Computers Sweden AB or JLT Mobile Computers, Inc., as applicable, (hereinafter referred to as "JLT") to a customer (the "Customer"), and which serial numbers are defined in the SLA purchase order, when the SLA is either:

- (i) purchased by the Customer directly in connection with the original purchase of a Product from JLT; or
- (ii) purchased separately by the Customer, provided that such purchase takes place within three (3) months from the original purchase of a Product from JLT; or
- (iii) purchased separately by the Customer after the above stated three (3) month period, provided that the Product has been deemed by JLT, at its own discretion, to be in serviceable condition.

2 TERM OF THE SLA

2.1 The SLA applies for a term of either three (3) or five (5) years from the date of original purchase of the Product from JLT, depending on what duration of the SLA the Customer has purchased from JLT and as evidenced from the Customer's invoice or contract detailing the purchase of the SLA (the "Term").

2.2 JLT shall be entitled to terminate this SLA with immediate effect if the Customer materially misuses this SLA or otherwise is in material breach of the SLA and does not rectify such misuse or breach within fifteen (15) days after written notice thereof, or if the Customer is declared bankrupt, suspends its payments, enters into liquidation or is otherwise deemed insolvent. Termination of the SLA by JLT shall be in writing.

3 SERVICE UNDERTAKING

3.1 During the Term, and subject to the Customer's due payment in full of the fee for the SLA purchased by the Customer, JLT undertakes, at no cost to the Customer, to provide the following services, subject at all times to the SLA restrictions set out in Section 4 below:

3.2 Repair Services

3.2.1 JLT shall provide for the repair of the Product, including parts and labour required for the repair of internal electrical components, including repair and/or replacement for physical damage to all components in the Product. In the event JLT determines, in its own discretion, to replace the Product or parts therein rather than repair it, the Customer will receive a new or refurbished Product or parts equivalent to or better than the Product or parts originally purchased from JLT.

3.2.2 All defective Products returned to JLT or to JLT's appointed service agent for repair or replacement must be accompanied by a return materials authorisation (RMA) number. Such RMA number shall be requested by the Customer from JLT prior to any return of Products. RMA numbers can be obtained online from the JLT web site 24 hours per day, seven days per week.

3.2.3 Repaired or replaced Products will be configured with JLT's standard image, unless JLT has developed the Customer's custom image for the Product or JLT and the Customer have otherwise agreed in connection with the entry into this SLA that JLT will store the Customer's custom image for the Product, in which case the Product will be configured with the Customer's custom image.

3.2.4 Defective parts or Products which are replaced by JLT according to the above shall be placed at JLT's disposal and shall become JLT's property.

3.3 Guaranteed Turn-Around Time for Products provided by JLT Mobile Computers Sweden AB

3.3.1 For Products provided by JLT Mobile Computers Sweden AB which are covered by the SLA, JLT guarantees a turn-around time for JLT's repair/replacement of three (3) business days for vehicle-mount computers and five (5) days for tablets and handheld computers – plus the time required for transport of the Product to JLT or JLT's appointed service agent and return of the Product to the Customer after repair/replacement (typically two (2) day freight service in each direction).

3.3.2 For Products provided by JLT Mobile Computers Sweden AB, if the Customer has purchased the SLA with the "Pickup/Drop off" option, transportation to and from JLT or JLT's appointed service agent for repair or replacement Products during the Term will be at JLT's risk and expense. The Pickup/Drop-off option is available only at addresses that are within the standard service areas of the freight carrier service used by JLT or JLT's appointed service agent or otherwise are approved by JLT when entering into the SLA.

3.4 Guaranteed Turn-Around Time for Products provided by JLT Mobile Computers, Inc.

3.4.1 For Products provided by JLT Mobile Computers, Inc. which are covered by the SLA, JLT guarantees a turn-around time for JLT's repair/replacement of five (5) days (plus the time required for transport of the Product to JLT and return of the Product to the Customer after repair/replacement)

3.5 Transportation

3.5.1 If the Customer has purchased the JLT:Care Services without the "Pickup/Drop off" option, transport to JLT or JLT's appointed service agent for repair or replacement Products during the Term shall be at Customer's risk and expense, whereas return transport to Customer after repair or replacement shall be at the risk and expense of JLT (typically two (2) day freight service).

3.5.2 The Customer is responsible for any custom duties, taxes or other fees related to the import/export of the Products in connection with repairs/replacements made hereunder.

3.6 Demounting and reinstallation, Back-Up

3.6.1 The Customer shall be responsible and bear all costs for the demounting and reinstallation of the defective Products. If demounting or reinstallation of Products necessitates intervention in other equipment or products other than the Product, the resulting labour costs and other costs shall be borne by the Customer.

3.6.2 The Customer shall further be responsible for backing-up of data stored on the defective Products, prior to sending the defective Products to JLT or JLT's appointed service agent. JLT shall have no liability for the data stored on any Products.

3.7 Technical Support

3.7.1 During the Term, technical support and diagnosis of technical problems with the Product is provided to the Customer through its appointed JLT Authorized Reseller.

4 SLA RESTRICTIONS

4.1 JLT is liable under this SLA only for defects which appear under the conditions of operation provided for in the documentation for the Product and under the intended and proper use of the Product, as detailed in such documentation.

4.2 The following are not covered by this Agreement: preventive maintenance; installation, de-installation, or relocation services; operating supplies; and repairs necessitated by software problems or as a result of alteration, adjustment, or repair by anyone other than JLT (or its representatives). JLT is not liable for any failure or delay in performance due to any cause beyond JLT's control. This SLA does not cover Products returned without RMA number. Finally, JLT's liability does not cover cosmetic defects (such as scratches or marks) that do not affect the usability of the Products.

- 4.3 In addition, JLT is not obligated to repair any Product or Product component due to damage resulting from an act of God (such as, but not limited to, inclement weather, lightning, floods, tornado, earthquakes, and hurricanes) or external causes beyond its control (such as, but not limited to, fire, or failure or fluctuation of electrical power or air conditioning). This Agreement does not apply to Products returned to JLT's facility using procedures other than those set forth herein, and neither JLT nor the carrier can be responsible for damage caused during transport of the Product by the carrier.
- 4.4 JLT may, in its sole discretion (but it shall not be obligated to), perform any service that is not covered under this Agreement, and if JLT elects to perform such service, Customer will be responsible for the payment of an additional charge to cover such service.
- 4.5 The SLA covers all hardware included in the Products that is installed in production by JLT except the main battery in tablets and handheld devices. The main battery in tablets and handheld devices is covered under the JLT Limited Warranty for six (6) months from the date of the Customer's original purchase.
- 4.6 This SLA does not cover third-party software products, such as operating systems, databases or the like, even if such third-party software products are delivered together with the Product. Such third-party software products are subject to the terms of their respective license agreements.
- 4.7 If the Customer repeatedly submits a Product for repair/replacement in accordance with this SLA, and no fault is found (NFF), JLT shall be entitled to charge the Customer for its time spent investigating the problems reported by the Customer, at JLT's then current hourly fees. JLT shall further be entitled to charge the Customer for JLT's costs incurred in relation to the investigation, including but not limited to freight charges.

5 LIMITATION OF LIABILITY

- 5.1 THIS SLA STATES JLT'S EXCLUSIVE OBLIGATIONS WITH RESPECT TO JLT'S SERVICE UNDERTAKING WITH RESPECT TO THE PRODUCTS AND NO OTHER UNDERTAKINGS OR WARRANTY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, SHALL APPLY.
- 5.2 JLT'S LIABILITY VIS-À-VIS THE CUSTOMER FOR THE SALE OF THE PRODUCTS AND SERVICES AND OTHERWISE UNDER THIS SLA SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO THE PURCHASE PRICE FOR THE PRODUCTS OR SERVICES TO WHICH THE CLAIM RELATES AND PAID BY THE CUSTOMER. IN NO EVENT (TO THE EXTENT PERMITTED UNDER APPLICABLE LAW) SHALL JLT BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST DATA, LOST, LOST CONTRACTS, LOST PRODUCTION OR PROFIT, LOSS OF USE, OR FOR ANY OTHER ECONOMIC OR INDIRECT LOSS WHATSOEVER IN RESPECT OF THE SALE, PURCHASE, USE OR DISPOSITION OF THE PRODUCTS, (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION), AND IRRESPECTIVE OF WHETHER JLT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6 LIMITATION ON CLAIMS

- 6.1 Customer may not institute any action in any form arising out of this Agreement more than twelve (12) months after the cause of action has arisen.

7 ASSIGNMENT

- 7.1 Customer may not assign, in whole or in part, this SLA or any of its rights under this SLA without JLT's prior written consent. JLT may assign its right and obligations under this SLA to a third party without prior notice to Customer. Upon such an assignment, JLT will no longer be responsible for any performance obligations under this SLA or for any other liability associated with this SLA and Customer hereby consents to such assignment.

8 CLAIMS OF CONFIDENTIALITY OR PROPRIETARY RIGHTS

- 8.1 Customer agrees that any information or data disclosed or sent to JLT, over the telephone, electronically or otherwise, is not confidential or proprietary to the Customer or any third party.

9 ADDITIONAL TERMS APPLY

- 9.1 In addition to the foregoing provisions, the terms of JLT's Limited Warranty and JLT's General Terms and Conditions shall also apply for the services provided under this SLA, provided that in case of inconsistency, the terms of this SLA shall take precedence.
- 9.2 Any deviations from this SLA must be agreed in writing between JLT and the Customer.

10 APPLICABLE LAW AND DISPUTE RESOLUTION

- 10.1 This SLA shall, for Products sold by JLT Mobile Computers Sweden AB, in all respects be governed by and construed in accordance with the substantive laws of Sweden as such laws are from time to time in effect.
- 10.2 For Products sold by JLT Mobile Computers, Inc., this SLA shall be in all respects be governed by and construed in accordance with the substantive laws of the State of Arizona, without regard to its conflict-of-laws rules.
- 10.3 For Products sold or provided by JLT Mobile Computers Sweden AB, all disputes arising out of or in connection with this SLA shall be finally settled under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Should the amount of dispute be less than EUR 50,000, the Institute's rules for expedited procedure shall be used. The arbitration proceedings shall be held in Stockholm, Sweden and shall be conducted in the English language.
- 10.4 For Products sold or provided by JLT Mobile Computers, Inc., the Customer submits to the sole and exclusive jurisdiction of the Arizona state and federal courts in relation to disputes arising out of or in connection with this SLA. The Customer hereby consents to venue in such courts and agree not to object on the grounds the venue for the resolution of any dispute is inconvenient.