

SECTION 1. Entire Agreement

The Agreement constitutes the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to its subject matter. Any term or condition in any order, confirmation or other document furnished by Customer at any time which is in any way inconsistent with or in addition to the terms and conditions set forth in this Agreement is hereby expressly rejected, and ParcelTools PL's acceptance of any offer or order of Customer is expressly made in reliance on Customer's assent to all terms and conditions hereof.

SECTION 2. Purchase of Products

A. Prices. The prices applicable to the Products are set forth in Exhibit A and do not include any excise, sales, use or other taxes, and therefore are subject to increase in the amount of any such taxes (excluding any tax on ParcelTools PL's net income) that ParcelTools PL may be required to collect or pay upon the sale or delivery of the Products. In addition, the prices on Exhibit A do not include any charges for the services referred to in Section 2(D) below or any shipping, handling, customs, insurance or similar charges referred to in Section 5 below, all of which will be invoiced to and paid by Customer as provided herein.

B. Purchase Order Process. Customer shall place orders for the Products to be purchased hereunder by submitting one or more written purchase orders to ParcelTools PL during the term of this Agreement. Each such purchase order must state the descriptions (including ParcelTools PL's part numbers) and quantities of the Products being ordered, the requested shipment date and shipping address for the Products.

C. Standard Products. Unless specifically set forth by ParcelTools PL in writing:

- (1) all Products shall be ParcelTools PL's standard, off-the-shelf items, and no special or customized version of any Product shall be provided by ParcelTools PL; and
- (2) ParcelTools PL shall have no obligation to ensure that the Products operate in conjunction with Customer's equipment, software or other products or systems, and Customer shall be responsible for all costs it incurs in connection with any modifications it elects to make to its own equipment, software or other Products or systems.

D. Related Services. The parties may agree that ParcelTools PL will provide to Customer from time-to-time certain services relating to Customer's purchase of the Products, including without limitation deployment services and maintenance and support services.

SECTION 3. Certain Obligations of Customer

A. Compliance with Laws and Other Standards. Customer is responsible for compliance with all import, export and re-export control laws and regulations. Customer will obtain import, export, and re-export approvals and licenses required for goods, transfers, services and technical data delivered and will retain documentation to support compliance with those laws and regulations. ParcelTools PL will not be liable to Customer for any failure to provide goods, services, transfers or technical data as a result of government actions that impact ParcelTools PL's ability to perform, including:

- (1) the failure to provide or the cancellation of export or re-export licenses;
- (2) any subsequent interpretation of applicable import, transfer or export law or regulation after the date of any order or commitment that has a material adverse effect on ParcelTools PL's performance; or
- (3) delays due to Customer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

Customer shall not sell, transfer, export or re-export any ParcelTools PL goods, services or technical data for use in activities that involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use ParcelTools PL's goods, services or technical data in any facility which engages in activities relating to such weapons or missiles. In addition, ParcelTools PL's goods, services or technical data may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material, until Customer, at no expense to ParcelTools PL, has insurance coverage; indemnities; and waivers of liability, recourse and subrogation acceptable to ParcelTools PL and adequate in ParcelTools PL's opinion to protect ParcelTools PL against any liability.

SECTION 4. Terms of Payment

ParcelTools PL will invoice Customer for Products sold to Customer. Invoice is due for payment on terms as agreed with the Customer.

SECTION 5. Delivery of Products

A. Shipping Schedule. ParcelTools PL shall use reasonable efforts to ship Products to Customer in accordance with the shipment schedule provided to ParcelTools PL by Customer. ParcelTools PL reserves the right to ship Products as early as five (5) business days prior to the requested shipment date in order to accommodate ParcelTools PL's overall delivery schedules. Notwithstanding the foregoing and without limiting the generality of Section 10 below, ParcelTools PL shall not be liable for damages of any kind as a result of a delay in delivery for any reason.

B. Shipment Process. All deliveries shall be delivered CIF (Incoterms 2010) to the Customers nominated site. Unless otherwise agreed in writing.

SECTION 6. Title to Product.

A. Passage of Title. Title to Products, and risk of damage thereto or loss thereof, shall pass to Customer when the Customer accepts delivery of the Products at the delivery site nominated by the Customer. Notwithstanding the foregoing, Customer hereby grants to ParcelTools PL a security interest in all Products delivered to Customer, and in all accessions to, replacements of and proceeds from sale or lease of such Products, as security for the performance by Customer of all of Customer's obligations arising under this Agreement.

B. Software, License for Software and Documentation. Certain Products may include software to collect information about how, and under what conditions, the Product is used and functions, including without limitation information regarding use of the touch panel, the keyboard, docking events, system up and down time, backlight use, voice/audio capture, device location and peripheral utilization. Voice enabled Products may collect voice recordings for the purpose of improving Product performance. The voice recordings are not connected to any other personally identifiable information about Product users. The information collected by the Products may be used by ParcelTools PL for purposes including, but not limited to, assistance with Product repairs, diagnostics, research and analytics to improve Product functionality or optimize Customer usage, Product development and quality control/improvement. No end-user or Customer-identifiable data will be provided to any third party. If Customer resells the Products, Customer will notify its Customers that ParcelTools PL is collecting this information and will contractually bind its Customers to in turn notify their Customers that such information may be collected and used by ParcelTools PL as described herein.

C. Further Restrictions. Customer may not directly or indirectly make any effort to deconstruct the software provided, including but not limited to translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilation, or performing any other operation to obtain any portion of its contents. Customer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the software provided. Customer shall have no right to obtain source code for any software provided by ParcelTools PL by any means without the prior express written consent of ParcelTools PL.

D. Trademarks. Customer shall not remove from the Products or their packaging or documentation, or alter, any of ParcelTools PL's trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Products or their packaging or documentation, without the prior express written consent of ParcelTools PL. ParcelTools PL hereby grants to Customer a non-exclusive, non-transferable limited license to use ParcelTools PL's trademarks relating to the Products during the term of this Agreement, provided, however, that:

- (1) Customer shall use such marks only in connection with advertising or promotion of the Products to denote their origin,
- (2) Customer shall clearly designate that such marks are owned by ParcelTools PL, and
- (3) Customer shall otherwise comply with ParcelTools PL's then-current policies for use of its marks. Any use of ParcelTools PL's trademarks by Customer (1) shall be in capital letters, (2) if they are registered in the United States Patent and Trademark Office, shall be accompanied by the "®" symbol, (3) if they are not registered in the United States Patent and Trademark Office, shall be accompanied by the "TM" symbol, and (4) shall be followed by a common descriptive name for the Products. Customer shall not, by virtue of the foregoing license, acquire any right, title or interest in ParcelTools PL's trademarks; and Customer shall not contest or otherwise challenge the right, title and interest of ParcelTools PL in its trademarks or the registration thereof. Customer's use of ParcelTools PL's trademarks shall accrue to the benefit of ParcelTools PL.

SECTION 7. Confidential Information.

A. "Confidential Information" means:

- (1) any information, technical data or know-how in whatever form, including but not limited to documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, that is clearly identified as being confidential, proprietary or a trade secret;
- (2) business-related information including but not limited to pricing, manufacturing or marketing information;
- (3) the terms and conditions of any proposed or actual agreement between the parties or their affiliates;
- (4) either party's or its affiliates' business policies or practices; and
- (5) the information of others identified as confidential, proprietary or a trade secret that is received by either party under an obligation of confidentiality. The receiving party will keep all Confidential Information disclosed to it confidential for ten (10) years following the expiration, termination or completion of the work of this Agreement, whichever period is longer. Each party will retain ownership of its Confidential Information including all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted hereby to either party or its Customers, employees or agents, expressly or by implication, with respect to the Confidential Information or any patent, patent application or other proprietary right of the other party, notwithstanding the expiration of the confidentiality obligations stated in this clause. ParcelTools PL agrees to use the Confidential Information of Customer only to provide Products or services for Customer. Customer agrees that it will not use or disclose ParcelTools PL's Confidential Information for any purpose. Notwithstanding the foregoing, the receiving party has no duty to protect information that is: (a) known, publicly, at the time of disclosure or becomes publicly known through no fault of recipient; (b) known to recipient at the time of disclosure through no wrongful act of recipient; (c) received by recipient from a third party without restrictions similar to those in this clause; or (d) independently developed by recipient. Neither ParcelTools PL nor Customer will publicize the terms of this Agreement or the relationship between ParcelTools PL and Customer in any advertising, marketing or promotional materials without the prior written consent of the other party.

B. Customer will not publicly announce or discuss, or cause any third party to announce or discuss, the Products or the subject matter of this Agreement without having received, in advance, ParcelTools PL's express written consent.

SECTION 8. Patent, Copyright and Trademark Indemnity.

A. Indemnity. Subject to the provisions of Section 10 below, ParcelTools PL will defend any suit against Customer arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright (except to the extent such action or claim is based on any software or software component provided by ParcelTools PL at any time whether contained in a Product provided on a diskette or media, downloaded remotely, or otherwise transferred) to the extent based on the Product as delivered by ParcelTools PL, and indemnify for any final judgment assessed against Customer resulting from the suit, provided that Customer:

- (a) notifies ParcelTools PL of the claim in writing by certified mail, return receipt requested, within thirty (30) days after Customer becomes aware of such claim;
- (b) promptly furnishes to ParcelTools PL a copy of each communication, notice, or other action relating to the claim;
- (c) gives ParcelTools PL the right, solely at its option, to defend or settle the claim; and
- (d) gives ParcelTools PL, at its expense, information and assistance necessary to defend or settle the claim. ParcelTools PL will not be responsible for any compromise or settlement made without ParcelTools PL's consent. Because ParcelTools PL has exclusive control of resolving infringement claims under this Agreement, in no event will ParcelTools PL be responsible for Customer's attorney fees or costs. If any Product (including any software or software component provided by ParcelTools PL) becomes, or in ParcelTools PL's opinion is likely to become, the subject of a claim of infringement, then ParcelTools PL may, at its option and expense, either (1) procure for Customer the right to continue using such Product, (2) replace or modify such Product so that it becomes non-infringing, (3) accept return of such Product, or (4) terminate Customer's license to use the infringing Product and grant Customer a credit for the purchase price or license fee paid for the Product, less a reasonable depreciation for use, damage and obsolescence. ParcelTools PL may cease shipping infringing Products without being in breach of this Agreement. Customer shall not incur any costs or expenses for the account of ParcelTools PL under or pursuant to this Section 8 without ParcelTools PL's express prior written consent, and ParcelTools PL shall not be liable to indemnify Customer for payment of any damages or costs in any settlement unless

ParcelTools PL has consented to such settlement beforehand in writing. Any liability of ParcelTools PL under this provision is subject to the limitations of liability set forth in Section 10. **The foregoing states the parties' entire liability, sole recourse and their exclusive remedies with respect to infringement. All other warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed.**

B. Certain Exceptions. ParcelTools PL shall have no liability to Customer under this Section 8 or otherwise for any action or claim alleging infringement based upon:

- (1) the use of any Product in a manner other than as specified by ParcelTools PL,
- (2) the use of any Product for other than its ordinary purpose,
- (3) the use of any Product in combination with other Products, equipment, devices or software not supplied by ParcelTools PL (including without limitation any application software produced by Customer for use with such Product),
- (4) the alteration, modification or customisation of any Product by any person other than ParcelTools PL,
- (5) use of other than the latest version of software released by ParcelTools PL, or
- (6) Products provided pursuant to designs, specifications, drawings, or requirements provided by Customer or at its direction or alteration, modification, or customization requests provided by Customer or at its direction (regardless of whether such alteration, modification or customization occurs before or after the Product is originally shipped by ParcelTools PL to Customer).

In the event of an infringement action or claim against ParcelTools PL which is based on any conduct described in the preceding sentence, Customer shall at its own expense defend such action or claim, and Customer shall pay any and all damages and costs finally awarded against ParcelTools PL in connection with such action or claim, provided that ParcelTools PL notifies Customer promptly in writing of such action or claim, ParcelTools PL gives Customer sole control of the defense thereof (and any negotiations for its settlement or compromise), and ParcelTools PL cooperates in the defense thereof at Customer's expense. Notwithstanding the absence of any such obligation(s), ParcelTools PL reserves the option, in its sole discretion and at its expense, to assume at any time defense of any such claim.

SECTION 9. Limited Warranty.

A. Warranty Terms. Subject to the provisions of this Section 9 and Section 10 below, with respect to each Product sold by ParcelTools PL hereunder (excluding software or software components), ParcelTools PL warrants that, for the period of time that is published for each Product by ParcelTools PL from time to time commencing on the date such Product is shipped from ParcelTools PL's facility or the date title to such Product passes to Customer, whichever date is earlier (such period referred to herein as the **"Warranty Period"**), all components of such Product, except software and software components, shall be free from faulty workmanship and defective materials. The software and software components, including any documentation designated by ParcelTools PL for use with such software or software components, are provided "AS IS" and with all faults. The entire risk as to satisfactory quality, performance, accuracy and effort for such software is with the Customer.

ParcelTools PL makes no warranties implied or actual regarding any of its software or software components or any of its accompanying documentation. The warranties provided by ParcelTools PL in this Section 9(A) are the only warranties provided by ParcelTools PL with respect to the Products sold hereunder, and may be modified or amended only by a written instrument signed by ParcelTools PL and accepted by Customer. The warranties do not apply if, in the sole opinion of ParcelTools PL, the Product has been damaged by accident, misuse, neglect, or improper shipping or handling. Since the Products are sensitive to static, the responsibility to protect them from static damage is solely that of Customer and user. This warranty is valid only if the Product has not been tampered with or serviced by any party not authorized by ParcelTools PL as a repair facility. Customer's remedies and ParcelTools PL's aggregate liability with respect to the warranties provided by ParcelTools PL in this Section 9(A) are set forth in and are limited by this Section 9 and Section 10 below.

B. Warranty Claims. If, during the applicable Warranty Period for a Product sold by ParcelTools PL hereunder, it is determined that any component of such Product, except software components, is defective due to faulty workmanship or defective materials, then such Product shall be returned to ParcelTools PL, it being agreed that ParcelTools PL shall not bear the expense of shipping such Product to ParcelTools PL except as otherwise agreed by ParcelTools PL. Upon receipt of any such Product during the applicable Warranty Period, ParcelTools PL shall, at its expense:

- (1) in ParcelTools PL's sole discretion, repair or replace such Product, and
- (2) ship such Product to return it to its original location. ParcelTools PL's obligations hereunder shall arise only if ParcelTools PL's examination of the Product in question discloses to ParcelTools PL's satisfaction that the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing or use; any misuse or neglect; any failure of electrical power, air conditioning or humidity control; or any act of God, accident, fire or other hazard. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product.

C. Other Limitations. The express warranties of ParcelTools PL stated in Section 9(a) above do not apply to Products not manufactured by ParcelTools PL, software not developed by ParcelTools PL, consumable items (e.g. tape cartridges and batteries), spare parts or services, and do not apply to Products, or components thereof (including without limitation any software component), which have been altered, modified, repaired or serviced in any respect except by ParcelTools PL or its representatives. In addition, the express warranties of ParcelTools PL stated in Section 9(a) above do not apply to any software component of a Product which is sold or licensed subject to a separate license agreement or other document relating to such software component (including without limitation a "shrink wrap" license agreement). The warranties applicable to any such software component shall be solely as stated in such other license agreement or document. ParcelTools PL makes no warranties that the software components of any Product will operate in conjunction with any other software or with any equipment other than the Products.

SECTION 10. Limitation of Liability.

Notwithstanding anything to the contrary contained in this agreement:

- (a) ParcelTools PL's aggregate liability in connection with this agreement and the sale of Products and provision of services to Customer, regardless of the form of action giving rise to such liability, and including any liability under Sections 8 and 9 above, shall not exceed the aggregate purchase price for the Products in question paid by Customer to ParcelTools PL under this agreement;
- (b) ParcelTools PL shall not be liable for any exemplary, special, punitive, statutory, indirect, consequential or incidental damages of any kind (including without limitation lost profits, lost revenues, loss of use or the loss or corruption of data), even if ParcelTools PL has been advised of the possibility of such damages and notwithstanding the failure of the essential purpose of any limited remedy; and
- (c) except as provided in Sections 8(a) and 9(b) above (but only to the extent and subject to the limitations set forth in Sections 8 and 9 and this Section 10), ParcelTools PL shall not be liable for any claims of third parties relating to the Products, and Customer shall defend ParcelTools PL from, and indemnify and hold ParcelTools PL harmless against, all such claims. The parties expressly agree that the Products are not considered to be goods for use primarily for personal, family or household purposes, or consumer goods, for purposes of the uniform commercial code or otherwise. The foregoing states the entire liability of ParcelTools PL with regard to this agreement and the Products. The limitations of liability contained in Sections 8 and 9 above and this Section 10 are a fundamental part of the basis of ParcelTools PL's bargain hereunder, and ParcelTools PL would not enter into this agreement absent such limitations. To the extent permitted by applicable law, the limitations and exclusions of this Section 10 will apply whether liability arises from breach of contract, indemnity, warranty, tort, operation of law, or otherwise.

SECTION 11. General.

A. Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of New South Wales, Australia without regard to conflicts of law principles. ParcelTools PL and Customer expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successors thereto.

B. Severability. If any provision or portion of a provision of the Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected and will remain in full force and effect.

C. Modifications. ParcelTools PL may unilaterally modify, amend, supplement or otherwise change this Agreement upon at least ten (10) days' prior written notice to Customer. Any such future modification, amendment, supplement or other change (a "**Change**") shall apply only with respect to orders accepted after the effective date of such Change. As used

herein, the term "Agreement" shall include any such future Change. Without limiting the generality of the foregoing, ParcelTools PL may establish terms and conditions which apply to one or more particular Products (including without limitation "shrink wrap" license agreements for software Products), and in this event such terms and conditions shall, with respect to the Products addressed therein, supersede this Agreement.

D. Assignments. No right or obligation of Customer under this Agreement shall be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the prior express written consent of ParcelTools PL, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder without such consent shall be void. Notwithstanding the foregoing, either party may assign this Agreement to any affiliate of that party or in connection with the sale or transfer of all or substantially all of the assets of the Product line or business to which it pertains. This Agreement shall bind Customer and its permitted successors and assigns. Notwithstanding anything to the contrary herein, ParcelTools PL may engage subcontractors to perform any of its obligations under this Agreement.

E. Waivers. All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

F. Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure event. "Force Majeure" is an event beyond the reasonable control of the non-performing party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof; (b) any other acts of any government that limit a party's ability to perform the Agreement; (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God; (d) quarantines or regional medical crises; (e) labor strikes or lockouts; (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); or (g) shortages or inability to obtain materials or components. If a Force Majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing.

G. Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier or mailed by certified or registered mail, postage prepaid, return receipt requested. If notice is given in person or by courier, it shall be effective upon receipt; if notice is given by mail, it shall be effective three (3) business days after deposit in the mail.

H. Relationship Between Parties. The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as provided in Section 12(A) above. Furthermore, nothing contained in this Agreement shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

I. Discontinued Products. From time to time, ParcelTools PL, at its sole discretion, will discontinue Products. In such an event, ParcelTools PL will use reasonable commercial efforts to suggest a Product migration strategy to Customer.

J. Termination. Either party may terminate this Agreement and any or all unperformed purchase orders by giving written notice to the other party upon the occurrence of any of the following events:

- 1) the other party materially breaches this Agreement and fails to remedy the breach within sixty (60) calendar days after receipt of written notice that specifies the grounds for the material breach;
- 2) the other party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment; or
- 3) any insolvency or suspension of the other party's operations or any petition is filed or proceeding made by or against the other party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings.