

Speedshield Technologies Terms and Conditions of Sale

Version: 1.1

Released: 18 September 2024

Note to Customers – these terms include an indemnity from the Customer (clause 20), limitations of liability (clause 21) and disclaimers (clause 22).

PART A – Agreement

1. Definitions

In these Terms, the capitalised terms defined below have the following meanings:

Charges means the charges for the supply of the Products and Services as set out in a Quote.

Confidential Information means any information provided by a party or any of its employees, agents, related companies or representatives to the other party or any of its employees, agents, related companies or representatives, or otherwise obtained by the other party, before or after the Effective Date. It includes:

- (a) all Intellectual Property, confidential business information, formulas, designs, drawings, plans, specifications, manufacturing instructions, documents, records, financial information, reports, technical information and forecasts;
- (b) the Speedshield Material;
- (c) Speedshield Software;
- (d) the Customer Material; and
- (e) the terms and conditions of this Agreement and each Quote.

Consumer Law means, where the Customer is located in Australia, the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth), and where the Customer is located outside Australia, any equivalent laws in the jurisdiction where the Customer is located which give to the Customer rights and guarantees which cannot be excluded by agreement.

Customer means the customer organisation identified in the Quote.

Customer Material means any information, data and content (including video images and clips, GPS and other vehicle data) captured or generated by the Products, or disclosed or provided by the Customer or its Users (including Customer PI), data about User performance, data about Product performance or faults; any data entered into the Speedshield Software and any modifications to such materials.

Customer PI means any Personal Information provided or made available by or on behalf of the Customer or its personnel (including users) to Speedshield, or that is inputted into the Speedshield Software or Services.

Customer Responsibilities means facilities, services, resources or other items that Customer is responsible for providing in order for Speedshield to provide the Products and perform the Services, as set out in a Quote.

Data Breach means that there has been:

- (a) unauthorised access to or disclosure of any Customer Material; or
- (b) a loss of any Customer Material where unauthorised access to or disclosure of the data is likely to occur or have occurred, and without limiting the above, includes an Eligible Data Breach as defined in the Privacy Act.

Data Security Schedule means Schedule 1 setting out the data security measures taken by Speedshield.

Dealer means a Customer who is a reseller of the Products and acts as the managed service provider of the Speedshield Software for its customers and their Users.

Defect means any defect or deficiency in any Product supplied by Speedshield in accordance with an Agreement and which does not conform with the published specifications for that Product but excludes any defect that arises due to any of the matters set out in clause 8.8.

Delivery means completion of delivery of an order for a Product to a Site.

Documentation means documents about the Products or Services provided by Speedshield from time to time including specifications, installation and operating instructions and guidelines, Product and warranty manuals and any specific items listed in a Quote or Schedule.

Effective Date means for each Quote, the date the Customer accepts (or is deemed to accept) the Quote.

Force Majeure Event means an event or circumstance (or combination of events and circumstances) beyond the reasonable control of the party affected, including, fire, storm, flood, earthquake, atmospheric disaster, acts of God,

epidemic, pandemic, public health emergency, quarantine restriction, explosion, accident, act of public enemy, war, rebellion, insurrection, sabotage, terrorism, strike, labour dispute, labour shortage, failure or delay in transportation, security incidents (such as denial of service, malicious codes and any other form of cyber-attack), shortage of or failure to obtain from any third party sufficient power feedstock, utilities, equipment, raw materials and/or similar or different contingency, breakdown of or accident to plant or equipment, breach of contract or acts on the part of any third party or act (including Laws, regulations, failure to provide or revocation of any approvals, permits or other authorisations of any government, public authority or agency whether national, municipal or otherwise) or any other event, whether similar or dissimilar to those identified above.

Infringement Claim means any claim made against the Customer alleging that any part of the Speedshield Material, or Speedshield Software or the Customer's authorised use of the Speedshield Material or Speedshield Software infringes any third party's Intellectual Property Rights.

Intellectual Property or **Intellectual Property Rights** includes copyright, trademark, design, patents (whether registered or not), trade, business or company names, domain names, or other proprietary rights, Confidential Information or any rights to registration of such rights existing in Australia or elsewhere and whether created before on or after the Effective Date.

Laws means all laws and regulations, by-laws, orders, awards and proclamations, common law and equity (if applicable) and Government authority requirements, guidelines, consents, certificates, licences, permits and approvals with which a party is legally required to comply.

Local Privacy Laws means: where the Customer is located in Australia and the Customer PI relates to individuals in Australia, the Privacy Act; and where the Customer is located outside Australia or the Customer PI relates to individuals outside Australia, any local privacy and data protection laws or regulations in the jurisdiction/s where the Customer (or the individuals the subject of the Customer PI) are located.

Order Year means each period of 12 months from the Effective Date of each Quote.

Parts means any detachable, interchangeable or other part of a Product as set out in a list of parts supplied or available for supply by Speedshield as published by Speedshield (including on its website) from time to time.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable: (a) whether the information is true or not; and (b) whether the information or opinion is recorded in material form or not.

PPS Law means, for Speedshield and Customers located in Australia, the *Personal Property Security Act 2009* (Cth) (**PPS Act**) and any regulation made at any time under the PPS Act (each as amended from time to time); and any amendment made at any time to any other legislation because of a PPS Law, and where the Customer is located outside Australia, any equivalent laws and regulations in force in the jurisdiction where the Customer is located.

Privacy Act means the *Privacy Act 1988* (Cth).

Product means the product/s described in a Quote (including Parts, TP Product, Specialised Product or Used Product) to be supplied by Speedshield to the Customer.

Professional Services means the services to be provided by Speedshield in addition to the Support Services, such as training, customisation, configuration, and similar services as specified in a Quote.

Quote means a quote provided by Speedshield to the Customer for the supply of Products or Services, and which may be in the form of an online quote, an email from Speedshield to the Customer or a paper form provided by Speedshield to the Customer to be signed by the Customer.

Restocking Fee means for the supply of Products, the greater of (a) 20% of the price of the Product; or (b) \$50.00.

Schedule means a schedule to these Terms.

Services means collectively the Support Services, Subscription Services and Professional Services to be provided by Speedshield as set out in a Quote.

Site means the Customer's site location specified in a Quote or otherwise notified by the Customer to Speedshield.

Specialised Product means any Product that is designed or manufactured specifically at the Customer's request and to the Customer's specifications, as described in a Quote.

Speedshield means Speedshield Technologies Pty Ltd (Australian Company Number 111 968 275) of A / 2/19-25 Duerdin Street, Notting Hill, VIC, Australia, 3168.

Speedshield Material means: (a) any materials owned or licensed by Speedshield, including relating to the design and operation of the Product and Documentation, and developed before or during (or independently of) this Agreement, such as

Speedshield methodologies, policies and procedures; (b) any reports or material generated by the Products; about the performance of the Products or created while performing the Services; (c) any modifications to such materials including where developed under an Agreement; or (d) know how retained by Speedshield's personnel or contractors.

Speedshield Software means any online portal or software application hosted by Speedshield (itself or through its third-party hosting providers) and made available to customers and their Users including for managing operator licences, equipment access and training compliance and all updates and modifications to this software,.

Subscription Period means the period for which the Customer subscribes to receive the Subscription Services and Support Services as set out in a Quote.

Subscription Services means access to the Speedshield Software hosted by Speedshield as set out in a Quote.

Support Services means the technical and user support services for the Speedshield Software, including error corrections and upgrades as further described in clauses 12.2 and 12.3.

Taxes means all taxes, customs duties, levies, imposts, fines or similar governmental assessments, including goods and services taxes, value added taxes and sales taxes, imposed by any jurisdiction and the interest and penalties on them.

Terms means these Terms and Conditions of Sale including any Schedules.

TP Product means any Product manufactured and supplied by a third-party manufacturer to Speedshield (for on-supply to the Customer), as described in a Quote.

Used Product means any Product that is supplied second-hand, is or has been refurbished or which is otherwise not new and not in original packaging, as described in a Quote.

User means each person who has access to, uses or operates the Products and Services purchased and managed by the Customer or a Dealer, including the Customer's employees, invitees, agents and subcontractors.

Warranty Period means: (a) for TP Products – the period from delivery specified in the Quote; (b) for Used Products – nil; and (c) for other Products - 12 months from delivery (unless the Quote specifies a different period).

2. Agreement Structure

- 2.1 These Terms are issued by Speedshield.
- 2.2 Details of the Speedshield Products and Services, Charges, Subscription Period (if any) and any other commercial terms governing the supply of Products and Services by Speedshield will be set out in a Quote issued to the Customer.

- 2.3 These Terms apply to any supply of Products and Services by Speedshield to the Customer as set out in a Quote.

3. Quotes

- 3.1 Speedshield will issue a Quote to the Customer, which may be withdrawn by Speedshield at any time before the Customer accepts the Quote.
- 3.2 The Customer is deemed to have accepted a Quote when it: (a) clicks to accept the Quote through an online link; (b) confirms acceptance by email; (c) signs the Quote; (d) requests Speedshield to provide the Products or Services without the parties having signed another agreement; (e) receives the Products or Services without the parties having signed another agreement; or (f) pays any Charges for the Products or Services without the parties having signed another agreement, whichever comes first.
- 3.3 Each time the Customer accepts a Quote, it creates a separate binding agreement (**Agreement**) comprising: (a) that Quote; (b) these Terms; and (c) any Schedules to these Terms. If there is a conflict between these documents, the one higher in the list in the preceding sentence prevails.
- 3.4 The Agreement will prevail over any terms that the Customer seeks to impose in relation to the purchase of Products or Services from Speedshield in any document issued by the Customer (including any terms in the Customer's own purchase order).
- 3.5 Unless a Quote says otherwise, accepting one Quote does not oblige the Customer to order, or for Speedshield to supply, any Products or Services under a separate Quote; and the prices and other commercial terms of Products and Services may vary between Quotes.

4. Cancellation and Variations

- 4.1 The supply of Products can only be cancelled by the Customer where:

- (a) the Products have not yet been delivered, or if they have been delivered, the Product is returned to Speedshield (at the Customer's cost) in an undamaged state and in the original packaging;
- (b) Speedshield consents to the cancellation in writing; and
- (c) the Customer pays to Speedshield: (i) the Restocking Fee; and (ii) any delivery or shipping costs incurred by Speedshield (if any) in respect of the relevant Product.

4.2 The Customer acknowledges that it cannot cancel an Agreement for the supply of Specialised Products.

4.3 An Agreement may be varied only by both parties agreeing in writing. This includes the Customer seeking to modify or reschedule its order for Products or Services (including changing delivery dates). Speedshield may impose conditions before accepting the Customer's request, including that the Customer pays for goods already manufactured or expenses already committed, or additional costs to be incurred, overhead costs and loss of profit from other orders foregone because of the scheduling of the Customer's Quote.

4.4 Speedshield is entitled to an extension of time for the provision of the Products or Services equal to the delay caused by the Customer's request for a variation.

PART B – Products

5. Supply of Products and Delivery

- 5.1 Speedshield agrees to supply the Customer with the Products in accordance with the terms of the Quote.
- 5.2 The Customer authorises Speedshield to deliver the Product to the address as provided by the Customer to Speedshield when accepting the Quote.
- 5.3 Speedshield will use all commercially reasonable efforts to deliver the Product to the Site in accordance with the Delivery timeline set out in a Quote, however the Customer acknowledges that these dates are estimates only, based on current production schedules at the Effective Date.

5.4 The Customer may not: refuse to take delivery of the Product; claim damages; or terminate this Agreement or any Quote because of late delivery. Speedshield is not liable for any failure or delay in delivery to the extent it is caused or contributed to by the Customer's failure to comply with its obligations under this Agreement, any Customer variation, or any Force Majeure event.

6. Risk and Title

6.1 Risk of loss of, or damage to the Product will pass to the Customer on dispatch. The Customer acknowledges that it is responsible for insuring the Products during delivery.

6.2 Property and title in Products do not pass to the Customer until all Charges due and payable for those Products have been fully paid.

6.3 Where Products are supplied by Speedshield to the Customer without payment in full, the Customer:

- (a) is a bailee of the Products until property in them passes to the Customer;
- (b) irrevocably appoints Speedshield to be its attorney to do all acts and things necessary to ensure the retention of title to Products including the registration of any security interest in favour of Speedshield with respect to the Products under applicable Laws;
- (c) must be able upon demand by Speedshield to separate and identify as belonging to Speedshield Products supplied by Speedshield from other goods which are held by the Customer;
- (d) must not allow any person to have or acquire any security interest in the Products;
- (e) agrees that Speedshield may repossess the Products if payment is not made within 28 days (or such longer time as Speedshield may, in its complete discretion, approve in writing) of the supply of the Products; and
- (f) grants an irrevocable licence to Speedshield or its agent to enter the Customer's premises to recover possession of Products pursuant to this clause. The Customer indemnifies Speedshield for any

damage to property or personal injury which occurs because of Speedshield entering the Customer's premises.

6.4 Despite clause 6.3, where the Customer is a Dealer, they may transfer, sell or dispose of Products to a third party in the ordinary course of business, provided that:

- (a) where the Customer is paid by a third party in respect of Products including New Products, the Customer holds the whole of the proceeds of sale, less any Taxes, on trust for Speedshield in a separate account, until all amounts owed by the Customer to Speedshield have been paid; or
- (b) where the Customer is not paid by a third party, the Customer agrees to assign all of its rights against the third party to Speedshield upon Speedshield giving the Customer notice in writing to that effect and for the purpose of giving effect to that assignment the Customer irrevocably appoints Speedshield as its attorney.

6.5 Where Products are supplied by Speedshield to the Customer without payment in full of all moneys payable in respect of the Products and any Services provided by Speedshield in respect of those Products, the Customer acknowledges that Speedshield has a right to register and perfect a personal property security interest.

6.6 If:

- (a) a PPS Law applies or commences to apply to this Agreement, or any transaction contemplated by it, or Speedshield determines (based on legal advice) that this is the case; and
- (b) in Speedshield's opinion, the PPS Law: (i) does or will adversely affect Speedshield's security position or obligations; or (ii) enables or would enable Speedshield's security position to be improved without adversely affecting the Customer,

then Speedshield may give notice to the Customer requiring the Customer to do anything (including amending this Agreement or a Quote) that in Speedshield's opinion is necessary, to the

maximum possible extent, to overcome the circumstances contemplated in paragraph 6.6(b) or improve the security position as contemplated in paragraph 6.6(b). The Customer must comply with the requirements of that notice within the time specified in the notice. If having completed everything reasonably practicable as required under this paragraph, in Speedshield's opinion Speedshield's security position or obligations under or in connection with this Agreement have been or will be materially adversely affected, Speedshield may by further notice to the Customer terminate this Agreement or relevant Quotes. If this occurs, the Customer must immediately pay to Speedshield any money the Customer owes to Speedshield.

7. Defects and Returns

7.1 The Customer must notify Speedshield in writing of any visible defects, quantity shortages or incorrect Product deliveries within five business days (in the Customer's location) of Delivery to the Site, otherwise the Customer is deemed to have waived any rights to return Products based on visible defects, shortages or incorrect deliveries.

7.2 Except for any TP Product or Specialised Product (which can only be returned where Speedshield agrees in writing) the Customer may return any Product or Part subject to the following conditions:

- (a) any return must be made within 14 days from the date of Delivery (or collection) of the Product;
- (b) the Product is returned in its original condition, in the same packaging, unmarked, unused, with no damage and otherwise a saleable condition;
- (c) the Customer must pay all transport and shipping costs to return the Product to Speedshield;
- (d) if any Product is returned in breach of sub-clause (b) above, the return may be rejected by Speedshield and, at the election of Speedshield (in its discretion) the Product may be either: (i) re-delivered to the Customer (the cost of which is to be borne by the Customer); or (ii) accepted as a

return by Speedshield subject to the Customer paying Speedshield for any loss and damage arising from the breach (including the Restocking Fee).

7.3 Where a Product is returned in accordance with this clause 7 (including all conditions in clause 7.2), Speedshield must, within 28 days of receiving the returned Product (and subject to any right of rejection), either:

- (a) where the Price has already been paid by the Customer, repay to the Customer the price for the Product less the Restocking Fee; or
- (b) where the Price has not yet been paid by the Customer, accept the return of the Product upon payment by the Customer of the Restocking Fee.

7.4 The Customer acknowledges and agrees that the Restocking Fee is fair and reasonable and is a genuine pre-estimate of Speedshield's greatest loss arising from the return of the Product (including losses associated with administration, invoicing, collections, processing and transport of the Product and restocking and repurposing the Product).

8. Product Warranties

8.1 Subject to clause 8.10 below, the warranties given by Speedshield under this clause 8 do not extend to warrant that the Products:

- (a) will meet the Customer's requirements or be fit for the Customer's purpose (unless such purpose was conveyed to Speedshield in writing prior to the supply);
- (b) will operate uninterrupted;
- (c) will be secure and free from any vulnerability, corruption, virus attack, interference, hacking or other security intrusions or cyber threats;

and, further to the above, the Customer acknowledges and agrees that by using the Products, it does so at its own risk and subject to the limitations set out in this clause 8.1.

8.2 Subject to clause 8.10 below, the warranties given by Speedshield under this clause 8 do not extend to the supply of any Used Products. If Speedshield

supplies any Used Product then, unless Speedshield otherwise agrees in writing, it is sold on an "as-is where-is" basis and Speedshield accepts no liability for any Defect or otherwise in the Used Product.

8.3 **Notwithstanding any other clause in these Terms and where Speedshield is liable under any warranty (whether express or implied), the liability of Speedshield under the warranty does not exceed the Charges paid or payable for the Product or Service which is the subject of the warranty claim.**

8.4 Subject to the rest of these Terms, Speedshield warrants that:

- (a) all Products (other than TP Products or Used Products) will operate in accordance with their published specifications for the duration of the Warranty Period; and
- (b) for TP Products, it will pass to the benefit of the Customer any warranty provided by the manufacturer or distributor of the TP Product, for the Warranty Period specified in the Quote.

8.5 Where there is a Defect in any Product provided by Speedshield and that Defect arises during the Warranty Period, then Speedshield must (at its election and cost) either repair, replace or pay for the cost of repairing or replacing the Product. To avoid doubt but subject to clause 8.10, if a Defect arises outside of the Warranty Period, this clause does not apply.

8.6 To submit a warranty claim, the Customer must:

- (a) notify Speedshield in writing within 30 days of the date that the Defect is identified (the time of which is of the essence);
- (b) state in the notice the date that the Product was received and activated, the Product serial number, the Product identification number and the nature of the alleged Defect; and
- (c) (where requested by Speedshield) return the Product to Speedshield or make the Product available to Speedshield for inspection and evaluation.

8.7 Where Speedshield accepts the warranty claim, it

must comply with sub-clause 8.5 above as soon as reasonably practicable after acceptance. If Speedshield replaces the Product with a new Product, clause 8.9(a) below applies in respect of the new Product and title in the defective Product immediately passes to Speedshield (and the Customer must do all things necessary to ensure the transfer of title of the defective Product to Speedshield).

8.8 The warranty given by Speedshield in accordance with clauses 8.5 and 8.6 does not apply where any Defect is caused or contributed to by any of the following (with the effect that any repair or service performed by Speedshield on the Product is a cost to be borne by the Customer):

- (a) improper adjustment, calibration or operation of the Product;
- (b) the use of accessories, including consumables, hardware or software which was not manufactured by, or approved in writing by, Speedshield;
- (c) any contamination or leakage caused or contributed to by the Customer (including any exposure to corrosive or erosive elements);
- (d) any damage or deterioration of wearable parts, including tooling, cabling, harnesses and contacts;
- (e) any damage during transit (unless the transit has been performed by Speedshield);
- (f) any repairs, alterations or modifications of the Product performed by persons not authorised by Speedshield;
- (g) any accident, misuse, abuse or neglect of the Product;
- (h) inadequate or improper maintenance of the Products;
- (i) power failures or surges;
- (j) use of the Product outside of its specifications; or
- (k) dirt or other foreign substance.

8.9 Where clause 8.5 applies, the Warranty Period for

the Product is:

- (a) if the Product is replaced with a new Product – the same as the original Warranty Period; and
- (b) if the Product is repaired – at the expiry of the original Warranty Period.

8.10 If a Consumer Law gives the Customer the benefit of warranties, guarantees or rights to return Product which cannot lawfully be excluded by agreement, then clauses 7 and 8 do not affect those guarantees or rights. Subject to this, the warranties in this clause 8 are the only warranties given by Speedshield about the Products and to the fullest extent allowed by Law, Speedshield excludes all other warranties, express or implied.

8.11 Any warranty given under this clause 8 is given to the Customer only and is not transferrable. If the Product is subsequently on-sold by the Customer to a third party, the warranty ceases to apply and must not be transferred by the Customer to the third party.

9. Customer Responsibilities for Products

In addition to and without limiting any other term of the Agreement:

- (a) The Customer is responsible for the Customer Responsibilities;
- (b) the Customer is responsible for installing all Products in vehicles at the Site unless otherwise specified in the Quote;
- (c) the Customer must not alter, modify or copy any Product;
- (d) the Customer warrants that it will use and operate the Products in a safe manner, for the purpose for which they were intended and in accordance with any Laws and regulations, Documentation or instructions provided by Speedshield; and
- (e) the Customer acknowledges that a failure to perform its responsibilities will void its warranty rights and may negatively impact the performance of the Products, and may expose Users to risk of harm.

PART C – Professional Services

10. Supply of Professional Services

- 10.1 Speedshield agrees to provide the Professional Services set out in the applicable Quote.
- 10.2 In supplying the Professional Services, Speedshield must:
- (a) perform the Professional Services in an efficient and professional manner and in accordance with generally accepted professional and business practices;
 - (b) provide suitably qualified, experienced and competent personnel to carry out the Professional Services;
 - (c) comply with all Laws and reasonable directions of the Customer in the provision of the Professional Services; and
 - (d) where on a Customer Site, comply with all policies and procedures relating to safety, health and personal conduct of the Customer that Speedshield has been notified of.
- 10.3 If an Agreement is for the provision of Professional Services, Speedshield grants to the Customer a non-exclusive, non-transferable right and licence to use and access the Speedshield Material for the sole purpose of getting the full benefit of the Professional Services.

11. Customer Responsibilities for Professional Services

In addition to any specific items listed in a Quote, the Customer must, in relation to any Professional Services:

- (a) be responsible for any Customer Responsibilities;
- (b) if Customer provides Speedshield (or its subcontractors) with use of, or access to, sites, materials, systems or facilities owned or controlled by Customer: (i) ensure that such facilities provide a safe working environment; (ii) notify Speedshield personnel of any policies relating to safety, health and personal conduct which may apply at the site; and (iii) grant to Speedshield all rights and licenses that are necessary for Speedshield (or its subcontractors) to perform Speedshield's obligations under the Agreement;

- (c) provide Speedshield with any documents or information reasonably necessary for Speedshield to perform the Professional Services;
- (d) plan and execute any testing required for the Professional Services; and
- (e) comply with all Laws and reasonable directions of Speedshield in relation to the provision of the Professional Services.

PART D – Subscription Services

12. Supply of Subscription Services

- 12.1 Speedshield agrees to provide to the Customer the Subscription Services set out in the applicable Quote.
- 12.2 Speedshield will provide the Customer with support services for the Speedshield Software as part of the Subscription Services as follows:
- (a) Speedshield will provide technical support for the Customer's Users to log queries, issues or errors with the Speedshield Software.
 - (b) Support requests may be lodged online 24 hours a day, seven days a week, using Speedshield's then-current support processes.
 - (c) Speedshield's technical support call centre provides telephone support during the hours of 9am to 5pm on business days in Melbourne, Australia (or such longer hours as notified by Speedshield from time to time).
 - (d) Speedshield will use all commercially reasonable endeavours to process support requests, issue trouble ticket tracking numbers, if necessary, determine the source of the problem and respond to the Customer within a reasonable time (depending on the severity of the issue)..
- 12.3 In order for Speedshield to provide these support services, the Customer or Dealer as applicable, is responsible for:
- (a) ensuring its Users have enough knowledge and experience of software products for proper interaction with Speedshield

technical staff regarding support services, including authority to implement remedial actions as instructed by Speedshield;

- (b) giving Speedshield documentation, details and assistance with respect to any reported errors to enable Speedshield to reproduce and verify the same as an error; and
- (c) providing support for data integration tools and processes developed or maintained by the Customer or third parties in order to connect the Speedshield Software to the Customer's other software and databases.

12.4 Speedshield shall maintain and update the Speedshield Software including applying all regularly scheduled error corrections, software updates and any upgrades which Speedshield develops and releases generally to users of the generally available core Speedshield Software product. Speedshield shall use all reasonable endeavours to avoid unscheduled downtime to the Speedshield Software for software maintenance.

12.5 Subject to the terms of the Agreement, Speedshield grants to the Customer, its Users and any Dealer appointed by the Customer, a non-exclusive, nontransferable right during the Subscription Period set out in the Quote to:

- (a) configure, access and use the Speedshield Software subject to the restrictions in the relevant Quote; and
- (b) access and use the Documentation.

12.6 When using the Speedshield Software, the Customer must:

- (a) use the Speedshield Software solely for the Customer's internal business purposes or where the Customer is a Dealer, to manage the business of its customers and their Users;
- (b) comply with any usage restrictions (such as the number of Users or client access licences) set out in these Terms or a Quote;
- (c) use the Speedshield Software only in accordance with the Documentation, the Quote and these Terms; and
- (d) not interfere with or disrupt the integrity,

operation, or performance of the Speedshield Software or the use or enjoyment of it by others.

12.7 The Customer shall not, and shall not permit its Users (or where the Customer is a Dealer, its customers' Users) or others under its control, to do (or attempt to do) the following:

- (a) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Speedshield Software available for access by third parties (unless expressly authorised by the Agreement);
- (b) use the Services to develop or operate products or services which perform the same or similar functions, in competition with the Speedshield Software;
- (c) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Speedshield Software;
- (d) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about the Speedshield Software without consent, unless and then only to the extent expressly permitted by applicable law;
- (e) use the Services in a way that infringes the rights of a third party, including relating to contract, intellectual property or privacy;
- (f) bypass or breach any security device or protection used for or contained in the Speedshield Software or Documentation or, without prior written approval from Speedshield, conduct any vulnerability or penetration testing on the Speedshield Software;
- (g) use the Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the Speedshield Software; or
- (h) grant, or purport to grant, any security interest to any third party over the Speedshield Software.

12.8 The Customer agrees that Speedshield may collect, use, and disclose quantitative data derived from Customer's use of the Speedshield Software for its business purposes, including industry analysis, benchmarking, analytics, and product development (including algorithm training and machine learning), provided that all data will be in aggregate and deidentified form only and must not identify Customer or its Users or include any Customer PI.

13. Ownership of Customer Material and Speedshield Material

13.1 The Customer retains ownership and all Intellectual Property Rights in Customer Material, and grants to Speedshield a perpetual, worldwide, royalty-free, non-exclusive, non-transferable licence to use, copy and modify the Customer Material, solely to the extent necessary for Speedshield to supply the Services or as otherwise allowed under these Terms, and subject to clause 18 (Confidentiality).

13.2 Speedshield retains all ownership and Intellectual Property Rights in Speedshield Material and Speedshield Software. Speedshield grants to the Customer a perpetual, worldwide, royalty-free, non-exclusive, non-transferable licence to use, copy and modify the Speedshield Material, solely to the extent necessary for the Customer to use the Products and receive the benefit of the Services, and subject to clause 18 (Confidentiality).

13.3 The Customer must not sub-license the Speedshield Material to any third party except:

- (a) to the Customer's employees or contractors, or a related body corporate of Customer (subject to the same restrictions as the licence granted to Customer); or
- (b) with Speedshield's prior written consent.

13.4 Without limiting the above, any Intellectual Property Rights created by Speedshield in performing a Quote is, and remains, Speedshield's property, and no manufacture to Customer's specifications (including for a Specialised Product) entails ownership or conveyance to the Customer of any Intellectual Property Rights in any Speedshield Material including any design or methodologies of the Product.

14. Data Security

14.1 When providing the Subscription Services, Speedshield will comply with the Data Security Schedule with respect to any Customer Material.

14.2 The Customer acknowledges that it is impossible to guarantee against security or Data Breaches, third party unauthorised access, intrusion or attack, the introduction of viruses or harmful code, or similar events (**Security Breaches**). Accordingly, Speedshield is only liable to the Customer for any Security Breaches, or for any loss or corruption of data (including where arising in connection with any third-party hosting) where Speedshield has failed to comply with its obligations under the Data Security Schedule. In such events Speedshield's liability will be limited in accordance with clause 21. In any event, Speedshield is not responsible or liable for:

- (a) the acts and omissions of any third-party hosting provider; and
- (b) any illegal intrusion, denial of service attack, attacker or hacker or any other intrusion that could not reasonably have been prevented or avoided using industry standard measures to protect against unauthorised access.

15. Subscription Services Term

15.1 The Subscription Period begins on the start date specified in the Quote and continues until terminated in accordance with clause 15 (or under clause 23.3) (or if an end date is specified in a Quote, that date).

15.2 Subject to any minimum term in a Quote, the Customer may terminate the Subscription Services by giving Speedshield 30 days' written notice, however it acknowledges that if it terminates under this clause 15.2, there will be no refund of any pre-paid Charges.

15.3 Either party may terminate the Subscription Services immediately by written notice if the other party:

- (a) is in material breach of its obligations under the Agreement and: (i) does not remedy the breach within two weeks of receiving a written notice specifying the breach and requiring it to be remedied; or (ii) the breach

cannot be remedied; or

- (b) is the subject of an insolvency event, including going into liquidation, having an administrator or receiver appointed to it or any part of its assets, entering into a scheme of arrangement with creditors or suffering any other form of external administration, or other event that reasonably indicates that there is a significant risk that it is or will become unable to pay its debts as they fall due.

PART D – General

16. Charges and Payment

- 16.1 The Customer will pay Speedshield the Charges for the Products and Services as set out in each Quote.
- 16.2 Speedshield will issue invoices at the times or milestones set out in the relevant Quote. Unless otherwise agreed in the Quote, the Customer will pay each invoice within 14 days of receiving it, in the currency specified in the invoice.
- 16.3 If the Customer fails to pay an invoice by its due date, then Speedshield may, by giving the Customer at least one week's notice: (a) suspend the supply of any other Products or Services (under this Agreement or any other agreement); (b) revoke the right to use the Speedshield Software and/or the licence to the Speedshield Material; and (c) charge interest (payable by the Customer on demand) on the outstanding amount at 10% per year calculated on a daily basis from the original due date for payment.
- 16.4 Where a User makes a purchase directly through the Speedshield Software, the Customer must ensure the User pays the Charges for the purchased item (or the Customer will pay the Charges itself).

17. Taxes

- 17.1 Unless otherwise stated by Speedshield in writing, all Charges or other consideration to be provided under or in accordance with a Quote are stated exclusive of Taxes.
- 17.2 The Customer shall be responsible for, and bear Taxes associated with its purchase of, payment for, access to or use of the Product or Services. Taxes

shall not be deducted from the payments to Speedshield, except as required by law, in which case the Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Speedshield receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

- 17.3 Where any goods and services tax is payable on the supply of the Products or Services, Speedshield will show the amount of those taxes separately on its invoices in addition to the Charges.

18. Privacy

- 18.1 The Customer is solely responsible for determining the suitability of the Products and Services for Customer's business and complying with any Local Privacy Laws applicable to the Customer Material, and Customer's use of the Products and Services.
- 18.2 When supplying Products or performing Professional Services, Speedshield will, and will ensure that its personnel, comply with the Privacy Act and its Privacy Policy available at <https://www.speedshield.com/pages/privacy-policy> (or other link at Speedshield's website from time to time).
- 18.3 The Customer will, and will ensure that its personnel, comply with Local Privacy Laws in respect of any Personal Information collected, held, used or disclosed by it in connection with any Professional Services being provided by Speedshield.
- 18.4 The Customer must comply with any workplace surveillance, privacy or other Laws in the jurisdictions where Customer or its Users use the Products which regulate the use of the Products, or the collection or use of Personal Information relating to Users, or the provision of Services.
- 18.5 The Customer is responsible for ensuring that its Users give informed consent (which may be pursuant to Customer's pre-existing workplace surveillance or operating policies) for the Customer, a Dealer and Speedshield to:
 - (a) use the Products to monitor Users;

- (b) collect, use and disclose Customer Material and Personal Information;
- (c) provide the Services; and
- (d) otherwise exercise their rights and perform their obligations under an Agreement.

18.6 In addition to clauses 18.1 to 18.5, where Speedshield is providing Subscription Services:

- (a) For the Subscription Period: (i), Speedshield will, and will ensure that its personnel, comply with the Privacy Act in respect of Personal Information collected, held, used or disclosed by it in connection with the Subscription Services; and (ii) the Customer will, and will ensure that its personnel, comply with Local Privacy Laws in respect of Personal Information collected, held, used or disclosed by it in connection with the Subscription Services.
- (b) Without limiting paragraph (a), Speedshield will: (i) hold and use any Customer Material only for the purpose of performing the Subscription Services; (ii) only disclose, or provide third party access to, any Customer Material in accordance with the Agreement or with the written consent of the Customer; (iii) co-operate with any reasonable requests or inquiries made by Customer about the management of Customer PI by or on behalf of Speedshield in connection with the Agreement; and (iv) only disclose, store, export or transfer Customer Material to a country outside Australia (or another country specified in the Quote) with Customer's prior written consent (or as otherwise allowed by these Terms).
- (c) Without limiting paragraph (a), the Customer warrants that it has obtained all consents required by Local Privacy Laws to be obtained from affected individuals to permit Customer to provide the Customer PI to Speedshield and for Speedshield to use, process, transfer and disclose such Personal Information as authorised by the Agreement.

- (d) Where the Customer is a Dealer: (i) the Dealer warrants that it has obtained all consents required by Local Privacy Laws from its customers to access Personal Information of its customers' personnel and for the Dealer to use, process, transfer and disclose this Personal Information in accordance with any agreement it has with its customers; and (ii) the Dealer is liable for its use of any Personal Information or other data of its customers and their personnel.

19. Confidentiality

19.1 Where a party (**recipient**) receives Confidential Information from the other party (**discloser**) in the course of performing this Agreement, the recipient must:

- (a) keep the information confidential;
- (b) not use, disclose or reproduce the information for any purpose other than the purposes of this Agreement; and
- (c) ensure that its employees, agents and representatives do not do, or omit to do anything, which if done or omitted to be done by it, would breach this clause.

19.2 The recipient must establish and maintain effective security measures to protect the information from unauthorised access, use, copying or disclosure and must immediately notify the disclosing party of any potential, suspected or actual unauthorised use, copying or disclosure of it.

19.3 Notwithstanding clause 19.1, the recipient may use or disclose the information to the extent necessary to comply with any Law, binding directive of a regulator or a court order or to obtain professional legal, insurance or accounting advice in relation to this Agreement.

19.4 Clause 19.1 does not apply to Confidential Information which:

- (a) is in or becomes part of the public domain other than through breach of an obligation of confidence;
- (b) is required to be disclosed by law or the requirements of a regulatory body (including a stock exchange), or for use in legal proceedings regarding this Agreement;

- (c) was known to the recipient at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; or
- (d) is acquired from a third party who was entitled to disclose it.

19.5 Subject to its obligations at law, the recipient must immediately on demand, or on completion or termination of this Agreement, either (at the option of the discloser) return to the discloser or destroy any documents in its possession, power or control containing Confidential Information.

19.6 Despite this clause 18, the Customer agrees to allow Speedshield to publicly reference it as a customer of Speedshield, and to use the logo of the Customer on its website or social media accounts. Where any written copy about the Customer is proposed to be used, Speedshield will provide this to the Customer for approval (which must not be unreasonably held) prior to publishing it.

20. Indemnity

20.1 Speedshield will indemnify the Customer from, and defend them against, any Infringement Claim, except that Speedshield will not be responsible for alleged infringement that is due to Customer Material or the use of the Speedshield Software contrary to the terms of the Agreement.

20.2 If the Customer is prohibited from using the Speedshield Software because of an Infringement Claim covered by Speedshield's indemnification obligations under clause 20.1, then Speedshield will, at its sole expense and option, either: (a) obtain for Customer the right to use the allegedly infringing portions of the Speedshield Software; (b) modify the allegedly infringing portions of the Speedshield Software so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the Speedshield Software with non-infringing items of substantially similar functionality. If Speedshield determines that none of these remedies is commercially reasonable, then either party may terminate the Subscription Services, and in such case, Speedshield will provide a prorated refund to the

Customer for any prepaid Charges received by Speedshield under the Agreement that corresponds to the unused portion of the Subscription Period. The remedy set out in this clause 20.2 is Customer's sole and exclusive remedy for any Infringement Claim.

20.3 The Customer will indemnify Speedshield from, and defend them against any claim by a third party to the extent arising from or related to: (a) use of the Speedshield Software by the Customer or its Users in violation of the Agreement, the Documentation or applicable Law; or (b) the nature or content of the Customer Material, or the use by Speedshield of the Customer Material as authorised by the Customer under the Agreement.

20.4 In respect of any claim to which clause 20.1 or 20.3 applies, the indemnifying party will indemnify against: (a) all damages, costs, and legal fees finally awarded with respect to the claim; (b) all out-of-pocket costs (including reasonable legal fees) reasonably incurred in the defence of the claim (other than legal fees and costs incurred without the indemnifying party's consent after it has accepted defence of such claim); and (c) all amounts the indemnifying party agrees to pay to any third party in settlement of the claim.

20.5 The parties' respective indemnification obligations above are conditional on: (a) the indemnified party giving the indemnifying party prompt written notice of the claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the indemnifying party is prejudiced by the delay or failure; (b) the indemnifying party being given full and complete control over the defence and settlement of the claim (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of any of the indemnified parties); (c) the relevant indemnified parties providing assistance in connection with the defence and settlement of the claim, as the indemnifying party may reasonably request; and (d) the indemnified parties' compliance with any settlement or court order made in connection with the claim.

21. Liability

21.1 To the fullest extent permitted by Law, Speedshield's liability for a breach of the Agreement, including any warranties, is limited, at Speedshield's option, to:

- (a) In the case of Product: repairing or replacing the Product or paying the cost of supplying equivalent product;**
- (b) In the case of Services: providing the Services again or paying the cost of supplying equivalent services.**

21.2 Where Speedshield is found to be liable for any act or omission in connection with the supply of the Products or Services (regardless of the form of action, whether in contract, tort including negligence, pursuant to statute or otherwise) Customer agrees that Speedshield shall only be liable up to the following caps (subject to the exceptions in clause 21.3):

- (a) for claims arising out of or in connection with: (i) any wrongful use or disclosure of Customer Material or Customer PI, including a breach of clause 18 (Privacy), clause 14 (Data Security) or the Privacy Act; or (ii) any breach of clause 19 (Confidentiality) with respect to Customer Material, a cap equal to three times the Charges paid by the Customer under the Quote under which the claim is being made in the Order Year in which the event giving rise to the claim occurred. This cap applies to all claims relating to all events which occur in the same Order Year.**
- (b) for all claims not covered by paragraph (a), a cap equal to the total Charges for the Product or Service paid by the Customer to Speedshield under the Quote under which the claim is being made, in the Order Year in which the event giving rise to the claim occurred. This cap applies to all claims relating to all events which occur in the same Order Year.**

21.3 The caps in clause 21.2 do not limit Speedshield's liability for: (a) personal injury or tangible property damage caused by negligence; (b) losses caused by fraud or fraudulent misrepresentation; (c) any breach of clause 19 (Confidentiality) relating to Confidential Information which is not Customer Material or Customer PI; or (d) under the indemnity in clause 20.1.

21.4 Each party shall have no liability to the other party (including under an indemnity) for any loss of profits, loss of goodwill, lost opportunity or any other special, punitive, economic, indirect or consequential loss or damage.

21.5 Each party's liability under an Agreement (including any indemnity given in clause 20) shall be reduced proportionately to the extent the other party's acts or omissions (including any failure to comply with its obligations under this Agreement) causes or contributes to, directly or indirectly, the loss or damage for which a party is liable.

21.6 Nothing in this Agreement excludes, restricts or modifies any terms, conditions or warranties or Speedshield's liability for them which are imposed or implied by any Consumer Law and which by law cannot be excluded, restricted or modified. Limitations and exclusions are made only to the extent that Speedshield may legally do so.

22. Disclaimer

The Customer acknowledges and agrees that:

- (a) To the extent allowed by Law, all information, specifications and samples provided by Speedshield in relation to the Products or Services are approximations only and, subject to any guarantees under any Consumer Law, small deviations or slight variations from them which do not substantially affect the Customer's use of the Products or Services will not entitle the Customer to reject the Products upon delivery, or to make any claim in respect of them.**
- (b) Any advice, recommendation, information, assistance or service given by Speedshield in relation to Products or**

Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given; but to the extent allowed by Law, it is provided without any warranty of accuracy, appropriateness or reliability, and Speedshield does not accept any liability or responsibility for any loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.

- (c) While the Products and Services are intended to help contribute to safer vehicle operation, Speedshield does not guarantee that all high-risk events, unsafe driving, collisions or other events will be prevented as a result of using the Products or Services.
- (d) It is responsible for any settings it applies to its vehicles through the Products or Services (or which Speedshield applies on the Customer's instructions) including vehicle speed and geolocation controls; and Speedshield is not liable for any losses that occur because of these settings or Customer instructions.
- (e) Even with the Product installed and operating correctly, use of the Products and Services is at the Customer's risk, and the Customer and its Users retain the responsibility for safely operating their vehicles in accordance with all laws.

23. Force Majeure

23.1 Provided it has complied with clause 23.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. Nothing

in this clause 22 shall relieve a party from any obligation to pay money under this Agreement.

23.2 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

23.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three, the party not affected by the Force Majeure Event may terminate the impacted Quotes by giving one weeks' written notice to the Affected Party.

24. Compliance with Laws

24.1 Each party agrees to comply with all Laws which apply to its performance of the Agreement.

24.2 Without limiting clause 24.1 each party:

- (a) represents that it has implemented and will continue to implement policies and procedures to foster compliance with: (i) anti-corruption and anti-bribery Laws applicable to it, (which, for Speedshield and Customers in Australia, include the *Criminal Code Act 1995* (Cth)); and (ii) Laws prohibiting modern slavery (which, for Speedshield and Customers in Australia, include the *Modern Slavery Act 2018* (Cth));
- (b) Agrees that if it identifies an occurrence or risk of non-compliance with the above laws in its own operations or within its supply chains, it will immediately take reasonable and appropriate steps to rectify that occurrence or mitigate that risk, including by way of implementing additional internal processes or actions to prevent similar occurrences; and

- (c) Must promptly notify the other party of any breach of the above laws related to the performance of this Agreement.

25. General

- 25.1 Speedshield may subcontract its obligations under an Agreement, provided always that Speedshield remains responsible to Customer for the performance of its obligations.
- 25.2 Each party may assign its rights and obligations under this Agreement to: (a) a related body corporate; or (b) a purchaser of all or substantially all the assets and business of that party. Any other assignment requires the written consent of the other party.
- 25.3 This document contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law.
- 25.4 No variation or waiver of this Agreement and no terms and conditions put forward by Customer or referred to in Customer's purchase orders or other document Customer gives to Speedshield will have any effect unless expressly agreed in writing by both parties.
- 25.5 When interpreting this Agreement, words like *including, for example, such as* or similar expressions are to be interpreted without limitation.
- 25.6 This document does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties. No party is liable for an act or omission of another party, except to the extent set out in this document.
- 25.7 If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.
- 25.8 A notice or other communication required or

permitted to be given by one party to another must be in writing to the address in the relevant Quote (or to the party's registered office) and delivered personally, sent by pre-paid mail; or sent by email to the email address of the addressee specified in the relevant Quote. A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the third business day after posting; or if sent by email before 4 pm on a business day at the place of receipt, on the day it is sent and otherwise on the next business day at the place of receipt.

- 25.9 This document is governed by the law of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

Schedule 1 – Data Protection

1. Speedshield will provide reasonable information and assistance to Customer, on reasonable request, in connection with the way that Speedshield collects, stores or deals with Customer Material.
2. Speedshield will provide reasonable information and assistance to Customer, on request, to assist the Customer in responding to or resolving any complaint, investigation or request by an individual or regulator under Local Privacy Laws, where such complaint, investigation or request concerns Customer Material stored or processed by or on behalf of Speedshield.
3. Speedshield will use Customer Material only:
 - (a) for the purpose of performing its obligations under the Agreement;
 - (b) for any additional purposes instructed by Customer; and
 - (c) as otherwise expressly provided in the Agreement.
4. Speedshield will store Customer Material in Australia or other location as set out in a Quote and will not transfer such Customer Material to another country.
5. Speedshield will implement and maintain reasonable and appropriate technical and organisational measures, procedures and practices, as appropriate to the nature of the Customer Material, which are designed to protect the security, confidentiality, integrity and availability of the Customer Material and protect it from unauthorised access.
6. As at the Effective Date, Speedshield:
 - (a) Utilizes Tier-One Hosting Providers certified for SOC 2 and ISO 27001 for data storage.
 - (b) Encrypts personal data during transit.
 - (c) Implements cybersecurity processes, including anti-virus protection, malware scans, firewalls, DDOS protection, and software patches.
 - (d) Has enabled multi-factor authentication (MFA) for enhanced security.
 - (e) Regularly updates software to address security vulnerabilities.
- (f) Ensures continuous availability of data through redundant storage media backups.
- (g) Enforces a strong password policy and minimum password standards.
- (h) Enforces password requirements for accessing sensitive/personal data. Applies access rights to personal data based on individualised logins and minimal administrators.
- (i) Ensures monitoring and logging do not contain personal data.
- (j) Conducts necessary DPIAs and implements measures to mitigate identified risks.
- (k) Has established backup policies and procedures to ensure data integrity and availability in case of incidents.
- (l) Conducts regular risk assessments of data processing activities and implement appropriate controls to mitigate identified risks.
- (m) Conducts regular employee training on security awareness and data protection practices.
- (n) Performs due diligence checks on sub-processors to verify they have adequate safeguards for personal data protection.
7. Speedshield will maintain a response and crisis communication program that is reasonably designed to detect, contain, respond and recover from a Data Breach.
8. If Speedshield becomes aware of a Data Breach, Speedshield will:
 - (a) take steps to minimise the Data Breach;
 - (b) take appropriate measures to secure the affected data and prevent a recurrence of the Data Breach;
 - (c) provide reasonable information to the Customer about its remediation efforts and make any applicable notifications to a regulator;
 - (d) to the extent available to Speedshield, provide Customer with reasonable details of the Data Breach, including a description of

- the data subject to the Data Breach and date and time of the Data Breach; and
- (e) take appropriate steps to remediate the root cause(s) of the Data Breach and give Customer a summary of the results of the investigation and any remediation efforts taken by Speedshield.