

Subscription Service Agreement and Terms of Purchase

This Subscription Service Agreement and Terms of Purchase (“Agreement”) is made and entered into immediately upon acceptance of its terms and conditions by you, or immediately upon your use of Services, as defined herein, and is between you and Company, as defined in the last paragraph of this Agreement.

This Agreement contains the terms and conditions which apply to the GPS product(s) you have purchased or are purchasing, whether purchased from Company, a distributor, agent or from any entity acquired by Company (collectively the “Product” or “Products”) and upon which Company will provide or has provided to you the Services, as defined below, respecting such Products. You agree that this Agreement governs any dispute related to the Products or Services even if such dispute arose prior to this Agreement. You specifically agree that this Agreement supersedes any prior or contemporaneous agreement between you and any person or entity, whether written or oral, with respect to any Product and/or Services, as defined herein. Notwithstanding the foregoing, if you are a distributor, sales representative or other person or entity who has entered into a Master Marketing Agreement with Company in order to purchase Products for the purpose of resale, then the terms of this Agreement will not supersede the Master Marketing Agreement between you and Company to the extent the provisions of the Master Marketing Agreement conflict with the terms herein, it being the intent of all parties that the terms of the Master Marketing Agreement shall govern.

FROM TIME TO TIME COMPANY WILL UPDATE THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU MAY ACCEPT THE NEW TERMS AND CONDITIONS IN ORDER TO CONTINUE PURCHASING PRODUCTS FROM COMPANY AND USING THE SERVICES. IF YOU ELECT NOT TO ACCEPT THE NEW TERMS AND CONDITIONS THEN COMPANY MAY IMMEDIATELY TERMINATE THIS AGREEMENT, DISCONTINUE PROVIDING THE SERVICES, AND REFUND THE AMOUNT OF MONEY TO YOU FOR SERVICES YOU HAVE PAID FOR IN ADVANCE BUT HAVE NOT RECEIVED.

- 1. SERVICES AND CHARGES** - In consideration of payment of the Charges (as defined below), Company will provide the Services (as defined below). The term “Services” means, collectively, (a) the provision to you of location, operation and other information (including, without limitation, the location of the vehicle, notifications of when the vehicle goes into motion and such other information concerning the location and/or operation of the vehicle as Company may elect to provide from time to time), (b) if you purchased such option, the provision to you of start, stop and idle times, fuel consumption, and top speeds of the Monitored Vehicle, (c) if you purchased such option, the ability to disable and enable the ignition system of the Monitored Vehicle using the Website and certain Company supported mobile devices, (d) if you purchased such option, the ability to lock and unlock the entry doors of the Monitored Vehicle using the Website and certain Company supported mobile devices, (e) if you purchased such option, notification to the owner of the Monitored Vehicle while it is in operation of a payment delinquency with respect to the loan which financed the purchase of the vehicle, and (f) such other services as Company may elect to provide to you in its sole and absolute discretion from time to time. With respect to all Services, Services will only be available for a vehicle on which the Product is properly installed and is properly registered (the “Monitored Vehicle”) and will only be provided through a Company website providing Services (“Website”) or using such other means as Company may elect from time to time. There are no other services provided under this Agreement. The term “Charges” means the total amount due for the Product and Services, including without limit any applicable late charges, penalties or interest, purchased by you from time to time and all sales, use and other taxes, fees and charges that may be imposed by any governmental body relating to the sale of Products and provision of Services.
- 2. PAYMENT TERMS** - You will receive an invoice with the shipment of the Product setting forth the purchase price and other Charges applicable to the Product and the Services provided hereunder. Unless

such charges have been paid prior to shipment, you will pay all Charges set forth in the invoices C.O.D. provided however, Company in its sole and absolute discretion may provide payment terms in the invoice. At Company's request, prior to the shipment of any Products to you, you will provide to Company a valid credit card number, the expiration date and other information requested by Company pertaining thereto, and you hereby authorize Company to charge to this credit card all Charges applicable to your purchase of the Product and Services provided hereunder which are not paid prior to their shipment or upon delivery. Upon cancellation or expiration of such credit card, you will immediately provide a new credit card number, expiration date and other information requested by Company pertaining thereto. If you have not paid all sums due Company in accordance with the terms hereof, a monthly finance charge equal to the greater of (a) 1.5% per month, or (b) the highest amount permitted by law, shall accrue and be payable each month until paid in full. Furthermore, upon your failure to make payment in accordance with the terms hereof, a late fee of ten percent (10%) of the amount past due shall be due and payable by you with respect to each such late payment. The waiver of a finance charge, late fee or any portion thereof shall not be deemed to be a waiver of any future finance charges or late fees. You shall be liable to Company for any and all costs and expenses incurred by Company, including without limitation attorneys' fees and expenses, in collection of any past due amounts hereunder. You hereby grant to Company a continuing lien in the Product to secure your timely payment to Company for such Product in accordance with the terms and conditions hereof.

3. **LIMITED SOFTWARE LICENSE** - In consideration of the payment of the Charges, Company grants to you a nonexclusive, nontransferable license to use the software loaded on the Product solely for the purpose of enabling Company to provide the Services described herein with respect to the Product. This limited software license will automatically terminate upon termination of the Services. You shall not modify, reverse engineer, decompile, or disassemble any licensed software.

4. **LIMITED PRODUCT WARRANTY** - Company hereby warrants ("Limited Warranty") only to the purchaser that first activates the Product, that the Product will be free from defects in workmanship and materials for a period ("Limited Warranty Period") of one (1) calendar year after the date that you purchased the Product. The Limited Warranty does not apply to normal wear and tear and does not cover repair or replacement if the Product is damaged by tampering, misuse, accident, abuse, neglect, improper installation, misapplication, alteration of any kind, disaster, defects due to repairs or modifications made by anyone other than Company or an authorized service representative of Company, or reception problems caused by signal conditions or cable or antenna systems outside the Product. Further, the Limited Warranty does not apply to physical damage of any nature whatsoever to the Product, including any opening or attempted opening of the Product, and any such opening or attempted opening of the Product shall render the Limited Warranty invalid. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY. SOFTWARE LOADED ON THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES FOR BREACH OF THE LIMITED WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW SHALL BE LIMITED TO THE DURATION OF THE FOREGOING EXPRESS WARRANTY PERIOD. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR DO NOT ALLOW LIMITATIONS ON THE AMOUNT OF TIME AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. You agree that neither Company nor any other party has made any representations or warranties, nor have you relied on any representations or warranties,

express or implied, including any implied warranty of merchantability or fitness for any particular purpose with respect to the Products. You acknowledge that no affirmation of fact or statement (whether written or oral) made by Company, its representatives, or any other party outside of this Agreement with respect to the Products shall be deemed to create any express or implied warranty on the part of Company or its representatives. To obtain warranty service Contact the Customer Service Department using the support number located on the website you were provided when you purchased the product. Provide them with the ESN (Equipment Serial Number) for each product for warranty coverage verification. Upon verification of coverage, an RA# will be issued and provided to you by fax, email, or over the phone. Package product(s) and send to Company with the RA# clearly written on the outside of each package (returns without an RA# will be rejected) and ship to: **PROCONGPS Returns, 11120 Roselle Str., Suite A, San Diego, CA 92121** (Note: You are responsible for shipping charges to the returns department.) Company will test all properly returned products to determine if they are defective. If the product is defective Company will provide replacement of the defective product(s) and Company is responsible for shipping charges back to you. If the product is not defective then you will be charged \$9.95 to cover the cost of testing the product and you are responsible for the shipping charges back to you.

5. **NO SERVICE WARRANTY** – There is no warranty with respect to Services, and Company makes no warranty under this Agreement except as specifically stated herein. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY DISCLAIMED. You assume all risk for loss of or damage to the Monitored Vehicle and its contents and for personal injury to persons occupying or affected by your Monitored Vehicle, and Company shall have no liability of any kind or nature to you therefor. You agree that neither Company nor any other party has made any representations or warranties, nor have you relied on any representations or warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose with respect to the Services. You acknowledge that no affirmation of fact or statement (whether written or oral) made by Company, its representatives, or any other party outside of this Agreement with respect to the Services shall be deemed to create any express or implied warranty on the part of Company or its representatives.
6. **INSTALLATION** - The Product must be installed strictly as provided in the installation guide supplied with the Product. You are responsible for obtaining the proper installation of the Product in the Monitored Vehicle in accordance with this Section. YOU UNDERSTAND AND AGREE THAT COMPANY IS NOT RESPONSIBLE FOR, SHALL HAVE NO OBLIGATIONS WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR, A PRODUCT NOT INSTALLED IN ACCORDANCE WITH THIS SECTION.
7. **LIMITATIONS, EXCLUSIONS & DISCLAIMERS** - You agree that the liability of Company, the Wireless Carrier (as defined below) and any third party CSC (as defined below) is limited in accordance with, and Company, the Wireless Carrier and any third party CSC may invoke, the provisions of this Section 7.
 - (a) **LIMITATION OF LIABILITY** - COMPANY SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, LOST PROFITS, AND EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, LOSS OF USE, LOSS OF DATA, INCORRECT OR CORRUPTED DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COST, OR CLAIMS OF YOU FOR SUCH DAMAGES, EVEN IF COMPANY KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING OR ANY OTHER LIMITATION OF LIABILITY HEREIN, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY AND THE

TOTAL LIABILITY OF COMPANY AND/OR ANY SUPPLIER OF SERVICES TO COMPANY ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF THE SERVICES, SHALL BE LIMITED TO PAYMENT BY COMPANY OF DAMAGES IN AN AMOUNT EQUAL TO THE AMOUNT CHARGED TO YOU FOR THE PRODUCT AND SERVICES PROVIDED UNDER THIS AGREEMENT. COMPANY SHALL HAVE NO LIABILITY WHATSOEVER TO YOU FOR ANY CLAIMS OF PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT OR MISAPPROPRIATION OF TRADE SECRETS, MADE AGAINST YOU INCIDENT TO THE PURCHASE OR USE OF PRODUCTS OR SERVICES.

- (b) Company Not An Insurer- Company is not an insurer and you must obtain from an insurer any insurance you desire. The amount you pay Company is based upon the Services Company performs and the limited liability Company assumes under this Agreement and is unrelated to the value of your property, any vehicle in which a Product is installed or any property located in any vehicle in which a Product is installed. In the event of any loss or injury to any person or property, you agree to look exclusively to your insurer to recover damages. You waive all subrogation and other rights of recovery against Company that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.
- (c) State Laws Differ- Some states may not allow limitations of special, incidental, consequential, or exemplary damages, and the limitations specified herein may not apply to you.
- (d) Other Party's Limitation - If you purchased Services or the Product through another business or person, or from Company through a referral from another business or person, you agree that such other business or person acts solely as an independent contractor. Such business or person shall have no responsibility or liability to you for the performance or nonperformance of the Services Company provides under this Agreement. Without limiting the above, you agree that the liability of such other business or person is, in any event, limited in accordance with the provisions of this Agreement. You agree that such business or person and its agents, employees, subsidiaries, affiliates and parent companies may invoke all of Company's rights under this Section.
- (e) Time To File Lawsuit Or Other Action - You agree to file any lawsuit or other action you may have against Company or Company's agents, employees, subsidiaries, affiliates or parent companies within one (1) year from the date of the event that caused the loss, damage or liability.
- (f) DISCLAIMER & LIMITATION OF LIABILITY RELATED TO GPS AND CELLULAR SERVICE - The Product receives signals from the Global Positioning Satellite ("GPS") system and transmits signals to, and receives signals from, a Company or a third party Customer Service Center ("CSC"). Your Services are provided either by a Company CSC or an independent CSC which Company selects. You understand that the Product installed in the Monitored Vehicle uses cellular telephone technology as the transmission mode for sending signals to the CSC. Services are available to you only within the United States only when the Product is within the operating range of the Wireless Carrier (as defined below). Services may be temporarily refused, interrupted, curtailed, limited or discontinued, without liability to Company or the Wireless Carrier, due to many conditions, including: (a) wireless transmission capacity limitations and cellular telephone network capacity limitations, (b) atmospheric, terrain and geographic conditions, (c) other natural or artificial environment conditions beyond Company's control, (d) limitations of the electrical system design and architecture of your Product, (e) the condition of the Product (for example, the Product will not function if its power supply is not available as when, for example, the unit is not connected to a live power source, or if essential Product components are damaged (accidentally or otherwise), (f) government regulations or limitations, (g) restrictions by the Wireless Carrier (for example, wireless carrier equipment limitations and

inter-carrier roaming agreements), (h) usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities for the cellular telephone network, (i) Company's efforts to combat fraudulent use, and (j) other legitimate business and operational reasons. Global positioning capabilities used for some location-based services are not available if satellite signals are obstructed; you must be outside with a clear line of sight between you and the satellites. You understand that the Product's usage of the GPS system and the cellular telephone network are fundamental to Company's ability to provide Services. You understand that due to the very nature of cellular telephone, network and GPS technologies, there will be times when the Product is unable to secure, maintain, or transmit signals, or that the information transmitted is not reliable, and thus, Company will be unable to receive such signals. You also understand that Company does not receive signals when the transmission mode is or becomes non-operational and that signals from the Product cannot be received by Company when the Product is damaged, does not have an adequate power source or is otherwise non-operational. Accordingly, you agree that Company shall not, in any way, be liable for, or have responsibility with respect to, the GPS system, the cellular telephone network, any of the information obtained therefrom, or for interruptions in service for any reason whatsoever. You further acknowledge and agree that Company shall not have any liability for the interruption of services due to electrical storms, power failures, interruption or unavailability of telephone service, cellular and radio frequency or other conditions beyond Company's control, including, without limit, due to strikes, riots, floods, fires or acts of God. You acknowledge that the use of radio frequencies and cellular devices that the liability and obligations of Company to you under this Agreement for Services are strictly controlled and limited by the Federal Communications Commission ("FCC") and other governmental authorities which from time to time have jurisdiction and that changes in rules, regulations and policies may necessitate discontinuing such transmission devices by Company or the Wireless Carrier at Company's or the Wireless Carrier's option. In no event shall Company and/or the Wireless Carrier be liable for any cost, delay, failure or disruption of the Wireless Service (as defined below), lost profits, or incidental, special, punitive or consequential damages.

- (g) DISCLAIMER & LIMITATION OF LIABILITY RELATED TO PSAP or 911 SERVICE AND ANY THIRD PARTY CSC - In no event shall Company be liable for losses, damages, or claims arising out of your use or attempted use of a public service answering point ("PSAP") or 911 services or for your inability to access PSAP or 911 services. You understand and agree that you have no contractual relationship with any third party CSC and that you are not a third party beneficiary of any agreement between Company and any third party CSC. In addition, you expressly understand and agree that any third party CSC shall have no legal, equitable, or other liability of any kind to you, and you hereby waive any and all such claims or demands.

8. **PRIVACY DISCLOSURES AND COMPLIANCE WITH LAWS – YOU AGREE TO PROVIDE ANY AND ALL DISCLOSURES TO EACH OWNER OR OPERATOR OF A MONITORED VEHICLE AND TO TAKE ANY AND ALL SUCH OTHER ACTIONS AS MAY BE NECESSARY TO COMPLY WITH ALL LAWS (WHETHER STATUTORY, UNDER COMMON LAW OR OTHERWISE), RULES OR REGULATIONS APPLICABLE TO USE OF THE PRODUCT AND THE SERVICES AND THE INSTALLATION OF THE PRODUCT IN THE MONITORED VEHICLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE TO PROVIDE FULL AND ADEQUATE ADVANCE WRITTEN DISCLOSURE TO EACH OWNER OR OPERATOR OF A MONITORED VEHICLE THAT THE PRODUCT IS INSTALLED IN SUCH VEHICLE. FURTHER, IF APPLICABLE YOU AGREE TO PROVIDE FULL AND ADEQUATE ADVANCE WRITTEN DISCLOSURE (A) THAT COMPANY WILL BE PROVIDING THE SERVICES TO YOU RESPECTING SUCH PRODUCT, AND (B) THE NATURE AND EXTENT OF THE SERVICES BEING PROVIDED BY COMPANY TO YOU RESPECTING SUCH PRODUCT (e.g., THAT YOU ARE ABLE TO DETERMINE THE PRECISE LOCATION OF THE MONITORED VEHICLE AT ANY TIME AND, IF APPLICABLE, THAT YOU HAVE THE ABILITY TO LOCK THE DOORS OR**

DISABLE THE IGNITION SYSTEM OF THE MONITORED VEHICLE AT ANY TIME). NEITHER YOU NOR ANY OF YOUR EMPLOYEES, AGENTS, OR REPRESENTATIVES, DIRECTLY OR INDIRECTLY, WILL USE THE PRODUCT OR SERVICES FOR UNLAWFUL OR OTHERWISE IMPROPER PURPOSES, INCLUDING, WITHOUT LIMITATION, MONITORING THE LOCATION OF THE MONITORED VEHICLE OR DISABLING THE MONITORED VEHICLE FOR ANY PURPOSE OTHER THAN FOR A LEGITIMATE BUSINESS PURPOSE.

9. **TERM** – The term of this Agreement shall begin immediately upon your acceptance of the Agreement and shall continue until the expiration of the initial service term purchased by you or for you for such Product, unless such term is renewed by you pursuant to renewal procedures which are established by Company and which may be in effect from time to time.
10. **TERMINATION OR DISCONTINUANCE OF SERVICES** - This Agreement or the Services may be terminated at the option of Company at any time upon the occurrence of any of the following events: (a) your default under or failure to perform as required by this Agreement; (b) your default in payment of any monies due under this Agreement; (c) your default in payment of any monies due to a reseller of the Products; (d) IF YOU PURCHASED PRODUCT OR SERVICES THROUGH ANOTHER BUSINESS OR PERSON, THE DEFAULT IN PAYMENT OF ANY MONIES DUE TO COMPANY FROM SUCH BUSINESS OR PERSON; (e) destruction of or substantial damage to the CSC's so as to make it impractical for Company to continue to provide signal receiving and notification services under this Agreement; (f) failure of the Product, the GPS system and/or the cellular telephone networks for the transmission of signals between the Product and the CSC's to function in accordance with Company's expectations, (g) unavailability of, or inability of Company either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the CSC's, the Wireless Carrier and the PSAP's, police agencies or other service providers; (h) your failure to follow the operating instructions provided at the time the Product is installed into a Monitored Vehicle; (i) your failure to follow any recommendations Company may make for the repair or replacement of a defective part of a Product; (j) if a Monitored Vehicle is so modified or altered after installation of the Product as to render continuation of any Service impractical; (k) in the event any governmental regulations or limitations necessitate the discontinuance of the Product or Services as determined by Company in its sole discretion; or (l) your default, failure to pay any monies due or perform any obligation under any other agreement between you and Company, including, without limitation, any other Subscription Service Agreement between you and Company. In the event this Agreement is terminated by Company under this provision, Company shall not be liable for any damages or subject to any penalty as a result of such termination. Company will, however, where you are not at fault, refund to you any advance payments made for Services to be supplied subsequent to the date of such termination, less any amount still due for the period prior to such termination. This Agreement may also be terminated at the option of Company at any time with thirty (30) days written notice to you. In addition to Company having the option to terminate this Agreement, upon the occurrence of any of the events set forth in this Section, Company shall also have the option to discontinue the Services to the Product until the event resulting in such discontinuance is cured by you or otherwise remedied in Company's sole and absolute opinion, and other than discontinuances which are not the result of any act or omission by you, you shall remain liable for any and all Charges applicable to the Product and Services for such period of discontinuance.
11. **SUSPENSION OF SERVICES** – If you have not used the Services related to a particular Product for a six (6) month period then Company may suspend the Services related to such Product. The Services will remain suspended until you attempt to use the Services for that Product. When you attempt to use the Services after the suspension of Services the Services will be enabled within a reasonable period of time by Company. If the Services are suspended you will permanently lose the ability to receive any alerts from the Product while Services are suspended and you will only resume receiving alerts from the Product after the Services are enabled as described in the previous sentence.

12. **WIRELESS CARRIER** - Company has contracted with, and will contract from time to time with, one or more wireless carriers (individually and collectively, “Wireless Carrier”) to provide wireless data transmission service (“Wireless Service”) for the Product over a cellular telephone network. You acknowledge and agree that you have no contractual relationship with the Wireless Carrier, and you are not a third party beneficiary of any agreement between Company and the Wireless Carrier. You understand and agree that the Wireless Carrier shall have no legal, equitable or other liability of any kind to you, and you hereby waive any and all such claims or demands. You acknowledge and agree that your Service may be temporarily suspended or permanently terminated upon little or no notice in the event that Company’s agreement with the Wireless Carrier is terminated. You waive any and all claims against the Wireless Carrier for such suspension or termination. You understand that the Wireless Carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Wireless Service. Subject to FCC number portability rules, you have no property right in any telephone number assigned to you or the Product (“Number”), and you understand and agree that any such Number can be changed from time to time.
13. **INDEMNIFICATION** - You agree to indemnify, defend and hold Company, the Wireless Carrier, and the officers, directors, employees, agents, contractors, subsidiaries, affiliates, or parent companies of each of them (each an “Indemnified Person”) harmless from any loss, cost, expense (including attorney’s fees, expert’s fees, and expenses), demand, claim, liability, damages or cause of action of any kind or character (collectively referred to as “claim”), including without limitation, for any personal injury or death, in any manner arising out of or relating to your, or your officers, directors, employees, agents, assigns, invitees, or other users using your Product, whether authorized or not (i) violate or otherwise breach of any provision of this Agreement, (ii) acts or omissions in the conduct of your business, including, without limitation, the marketing and sale of the Products and Services; (iii) statements, representations, warranties or other conduct in connection with any transaction involving the Products and/or Services, other than as expressly provided to you by Company or otherwise expressly authorized by Company in writing; (iv) negligence, recklessness or intentional misconduct; (v) the provision, failure, or use of the Products and/or the Services, including, without limitation, the compliance with any and all laws (whether statutory, under common law or otherwise), rules or regulations applicable to the use of the Products or Services; (vi) inability to use the Services or the Product; (vii) the use, failure to use, or inability to use the Number; (viii) the installation of the Product in the Monitored Vehicle; (ix) all acts by Repossessor, as defined below, including without limitation, the use of the Services by Repossessor; and (x) Company’s refusal to provide Services because you or any other Service user has (A) not paid monies due to Company for Products or Services or (B) violated any provision of this Agreement. These obligations will apply even if such lawsuit or other claim arises out of an Indemnified Person’s negligence, gross negligence, failure to perform duties under this agreement, strict liability, failure to comply with any applicable law, or other fault. This provision shall survive the termination of this Agreement.
14. **WEBSITE** – You acknowledge and agree that the information and Services provided by Company are accessed by you in part through the Website. You accept and agree to comply with the Terms of Use, Privacy Policy, Acceptable Use Policy, and copyright and trademark notices of Company posted on the Website and in effect from time to time. You acknowledge and agree that, because the Services are provided in part through the Website, it is necessary for you to have computer equipment and an internet connection that meets minimum specifications published by Company from time to time on the Website, and you acknowledge and agree to periodically update your computer equipment and/or internet connection to meet such minimum specifications. You acknowledge that the Services may be interrupted due to (a) Website downtime for scheduled maintenance at Company’s sole discretion, or (b) interruptions in internet connectivity or other Website downtime caused by circumstances beyond Company’s control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer or telecommunications failures, or delays involving hardware or software not within Company’s control, network intrusions or denial of service attacks. You agree that Company shall not, in any way, be liable for, or have responsibility with respect to, any such Service interruptions.

15. **USER ID AND PASSWORD** – During the registration process for your Product you created a user id and password that allows you to have access to the Services through the Website. You will not provide your user name or password to access Services to any other person or entity, or allow any other person or entity to access Services provided to you under your user name and password. You agree that you are solely responsible for any actions that occur under your user name and password. In the event that your user name and password becomes known by a third party you agree to notify Company immediately.
16. **REPOSSESSION** – Company agrees that you may temporarily assign your rights to use the Services, with respect to a specific Product, to a third-party for the sole purpose of repossession of a Monitored Vehicle that is in default of a loan you have made on the Monitored Vehicle (“Reposessor”). You affirmatively agree to take any and all actions to assure that Reposessor uses the Services solely for the purpose of repossession of an automobile that is in default of a loan and that Reposessor complies with all laws, rules, or regulations pertaining to the use of the Services.
17. **ASSIGNMENT** - This Agreement is not assignable by you except upon the prior written consent of Company. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract its obligations under this Agreement, in whole or in part, without notice to you and upon such assignment, Company shall be released from all liability hereunder.
18. **NOTICES** - Except as specifically provided in this Agreement, all notices required hereunder shall be in writing and shall be given by personal delivery, overnight courier service, first class mail postage prepaid, at the parties’ addresses set forth herein or at such other address(es) as shall be specified in writing by such party to the other party in accordance with the terms and conditions of this Section. All notices shall be deemed effective upon personal delivery, or one business day following deposit with any overnight courier service, or three business days following deposit with the U.S. Postal System, first class postage attached, in accordance with this Section. Notices for you shall be sent to the address you provide to Company upon registration of the Product. Notices for Company shall be sent to the address set forth for Company in the Preamble.
19. **MEDIATION/ARBITRATION** -
- (a) In the event of any dispute, disagreement, claim, or any other cause of action of any kind or nature related to, under, or otherwise in connection with this Agreement, the parties hereto desire to avoid litigation. Accordingly, the aggrieved party will give notice of the dispute (the “Dispute Notice”) to the other party and both parties will attempt to settle the dispute during the thirty (30) day period following such notice (the “Direct Negotiation Period”). If such dispute remains unsettled, or if the parties do not meet within thirty (30) calendar days from the date of the Dispute Notice, the parties agree to then submit such dispute to mediation. If the parties cannot agree on a mediator, each will select a mediator and the two chosen mediators will select a third mediator who shall alone hear the dispute. Such mediation will, if possible, be conducted during the sixty (60) day period following expiration of the thirty (30) day period. If such mediation fails to resolve the dispute, or if a party fails to name a mediator within thirty (30) calendar days after the expiration of the Direct Negotiation Period, the parties agree such dispute will be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association. Unless otherwise directed by the arbitrator, such arbitration must be concluded within ninety (90) days of the expiration of the sixty (60) day period previously specified for mediation. If the parties cannot agree on a single arbitrator, each will select an arbitrator, and the two chosen arbitrators will select a third arbitrator who shall alone decide the dispute; provided that if the parties cannot agree on a single arbitrator and either party fails to select an arbitrator within thirty (30) days after a party requests arbitration, the arbitrator shall be named by the American Arbitration Association upon the request of either party. Any mediation or arbitration conducted hereunder will be conducted in Knoxville, Tennessee. The parties hereto shall equally share the costs of mediation (including the mediator’s fees and expenses and costs directly related to the conduct of the mediation, but excluding each party’s direct

costs for transportation, attorneys, etc., for which each will be responsible). If any party fails to participate in mediation or arbitration after receipt of notice thereof, then each party hereto agrees that the other party shall have the right to proceed immediately to arbitration and that such other party shall be entitled to select the arbitrator in its sole discretion. Each party further agrees that, in such event, such arbitrator shall have the right to decide the dispute as if the non-participating party were participating in the arbitration and that such decision shall be final and binding upon each party hereto.

(b) Attorney Fees and Other Arbitration Expenses. If any party hereto resorts to arbitration to remedy a breach of this Agreement, the prevailing party in the arbitration, in addition to any other remedies available under this Agreement or by law, may collect all or a portion of its reasonable attorney fees and other costs and expenses of arbitration at the discretion of the arbitrator, who shall consider both the reasonableness of the attorney fees and other costs and the relative merits of each party's position. It is the intent of all parties hereto to avoid arbitration without preventing a party from seeking redress for a valid dispute. To that end, all parties express their intent and agreement that unreasonable attorney fees and costs not be awarded, and that all or a portion of reasonable attorney fees and costs be awarded when in the arbitrator's opinion the party against whom such fees and costs are awarded has maintained position(s) which have significantly less merit compared to the prevailing party's position(s). Further, it is all parties intent that any party seeking redress through litigation despite the fact that arbitration is required by this Agreement, shall not be entitled to recover any attorney fees or costs for such litigation or in any subsequent arbitration, regardless of the outcome of such litigation or subsequent arbitration.

20. **VENUE** - It is the express intent of the parties that any dispute under this Agreement be decided in accordance with the mediation and arbitration provisions contained in Section 19 hereof. Notwithstanding the foregoing, in the event a court refuses to enforce the provisions contained in Section 19 for any dispute or, in the event a court is asked to decide a dispute concerning the provisions contained in Section 19, the parties expressly agree that jurisdiction and venue for any actions under or pursuant to this Agreement shall be solely in any state court in Knox County, Tennessee, or the Federal District Court for the Eastern District of Tennessee, Northern Division, sitting in Knoxville, Tennessee.
21. **RELEASE OF INFORMATION** – Company may disclose, and you authorize disclosure of, information gathered from your use of the Services if disclosure is made pursuant to any court order, subpoena, discovery demand, or request therefore by any law enforcement agency.
22. **MISCELLANEOUS** - The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Tennessee without resort to its conflicts of laws. The invalidity, in whole or in part, of any term or condition hereof shall not affect the validity of the remainder hereof. The failure of either Company or you to enforce at any time any of the terms and conditions hereof shall not constitute or be construed to be a waiver of such terms and conditions or of the right of such party thereafter to enforce any such terms and conditions. You are solely responsible for complying with any orders, rules, and regulations of the Federal Communication Commission, or any other federal, state or local governmental authority, applicable to the purchase, installation, and operation of Product. Except as expressly provided herein, the terms and conditions hereof are for the benefit of Company and you and no other party. Company has made no representation, warranty, or covenant not contained in this Agreement. Further, no amendment, modification, or waiver of, or supplement to, this Agreement shall be effective, unless it is in writing. The agreements made herein may not be modified, supplemented, or changed in whole or in part by any waiver (other than a written waiver signed by the party to be charged), oral representation, or course of dealing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any other document submitted by you.
23. **THIRD PARTY BENEFICIARY** – If this Agreement is not between you and ProconGPS, Inc. (“ProconGPS”), then you acknowledge and agree that ProconGPS is an intended third party beneficiary of this Agreement, and all benefits of Company hereunder shall run to ProconGPS, and ProconGPS shall

be entitled to enforce the provisions hereof, to the same extent as if ProconGPS was a party hereto. You acknowledge that Company may assign all or a portion of its rights and delegate all or a portion of its duties under this Agreement to ProconGPS without your consent, as permitted pursuant to Section 17. You agree, upon such assignment, to accept the performance of ProconGPS of the Services hereunder and to perform all duties hereunder for the benefit of ProconGPS and to otherwise attorn to ProconGPS as the provider of the Services hereunder.

24. **COMPANY** – Company, as used throughout this Agreement, means ProconGPS, Inc., and its successors and/or assigns, whose offices are located at 2035 Lakeside Centre Way, Suite 125, Knoxville, Tennessee 37922.

BY CLICKING “I ACCEPT” BELOW, YOU ARE REPRESENTING TO COMPANY THAT YOU HAVE FULLY READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO ABIDE BY ALL SUCH TERMS AND CONDITIONS.

I Accept

I Decline

CLICK "I ACCEPT" TO ACCEPT THIS AGREEMENT.