

Terms and Conditions

1. **ITEMS AND SERVICES.** We, (hereinafter "we," "us," "our" or "the Company"), acting as an authorized Reseller for ProCon Inc. dba Vehiclepath ("ProCon") dba GPS Systems, inc, will provide you (hereinafter "you," "your" or "Customer") with Vehiclepath™ (VehicleTrak, TeenTrak, OK AssetTrak, FlexTrak and brand names sold, but not listed here) Items and Services for the purpose of allowing you to collect diagnostic and location information from a motor vehicle using a wireless Internet device which is installed in that vehicle (hereinafter referred to as "Vehiclepath Service"), subject to the terms, conditions and limitations set forth herein. The Vehiclepath Items and Services are designed to provide you with a broad set of automotive data derived from location information. By entering into this Agreement, you are agreeing to become a Customer of the Company and to purchase Vehiclepath Items and Services through the Company. Without our prior written consent, you will not (a) attach to or install on any Vehiclepath Items any accessory, attachment, or other device that would impair the originally intended function, operation or good working order of the Vehiclepath Items; or (b) make any modifications to the Vehiclepath Items. You also acknowledge and agree, as follows:

- (i) This Agreement creates no contractual relationship between you and ProCon and/or any underlying wireless service carrier (collectively, the "ProCon parties") and you shall not be a third party beneficiary of any agreement between the Company and the ProCon parties and the ProCon parties shall have no legal, equitable or other liability of any kind to you.
- (ii) You will indemnify and hold harmless the Company and the ProCon parties and their respective officers, employees, agents, successors and assigns, from and against any and all claims for libel, slander or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this Agreement or the use, failure to use, or inability to use the wireless number assigned to you, except where such claims result from such party's gross negligence or willful misconduct. The foregoing indemnity shall survive the termination of this Agreement for any reason.
- (iii) You have no property right in any wireless number assigned to you in connection with the Vehiclepath Services and you understand that any such number can be changed, from time to time.
- (iv) None of the Company, the ProCon parties or any other person can guarantee the security of wireless transmissions and no such person shall be liable for any lack of security relating to the use of the Vehiclepath Services.
- (v) The Vehiclepath Services are for your end use only and you may not resell such Services to any other person.
- (vi) The Vehiclepath Items and Services utilize wireless services data which cannot be collected through such Items and Services once a vehicle in which the related Equipment is installed travels beyond a certain range. The Items and Services are dependent upon the coverage areas of wireless networks owned and operated by third parties. Coverage areas are approximate and do not cover significant portions of North America. Actual coverage and operation of all Items and Services depends on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications, relocation, terrain, signal strength, structural conditions, governmental regulations, acts of God, and other conditions beyond the reasonable control of the ProCon parties or the Company.
- (vii) The Items may not operate in an enclosed space, in a building, between buildings, under ground or in canyons. The Items and Services are dependent upon the availability of the internet, which is owned and operated by and accessed through third parties. Neither ProCon or the Company warrant that the receipt of data mapping information, an other content from the Items and Services will be uninterrupted, or that the transmission of data, mapping information and other content will always be timely or complete. You acknowledge that the Items and Services do not monitor any parts or systems of your vehicle and that neither the Items nor the Services shall prevent and/or detect all vehicle problems and we do not guarantee that you will not experience vehicle breakdowns or repair costs. If location-based data or location-based services are used, or attempted to be used to locate a vehicle, including any stolen vehicle, neither ProCon nor the Company guarantee that the vehicle will be successfully located and/or recovered.
- (viii) You will not remove or obscure any copyright, trademark notice or restrictive legend on any of the Vehiclepath Items.
- (ix) Upon receipt of any written notice from ProCon that the Company's agreement with ProCon has been terminated for cause, then in order for Vehiclepath Services to continue you will make all payments hereunder as directed by ProCon in such notice and execute a new end user agreement with ProCon or its designee.

2. **SCOPE OF SUPPORT SERVICES.** Conditioned upon timely payment of all applicable Fees or other sums due pursuant to this Agreement and while you are not otherwise in default under this Agreement, (a) we will provide to you reasonable amounts of consultation and technical assistance during our regular working hours and (b) we will cause ProCon or its designee to provide the Support Services described herein. If you experience a problem with the Vehiclepath Items or Services, you may call ProCon or its designee at 1 (877) 299-6544 (during regular working hours: 8:00 a.m. to 11:00 p.m., Eastern Standard Time, Monday through Friday, excluding holidays). ProCon will assist you via the telephone in an effort to diagnose the problem with the Items or Services. ProCon and we will, on a reasonable best-efforts basis, correct errors or malfunctions in the Items or Services to enable them to perform the functions described in the operating manuals as soon as practicable after you notify us of such error or malfunction. If the Equipment is diagnosed as non-functioning during the warranty period, we will repair or replace non-functioning components. If, in our sole determination, the Equipment is deemed unrepairable, then we will send a replacement unit to you. We will pay the ground shipping charges to return the Equipment to you. You will pay any additional charges for alternative shipping methods requested by you. All non-functioning Equipment replaced by us will become our property. Support Services provided by ProCon or us under this Agreement do not include repair, replacement or correction of any Equipment damage or malfunctions caused by:

- (i) Your failure to properly install or use the Equipment as described in the operating manual;
- (ii) Accident, negligence, theft, vandalism, operator error or misuse, failure of the Equipment site to conform to specifications, failure or surges in electrical power, air conditioning or humidity control, water, abnormal conditions, acts of God (including lightning) or cause other than normal use;
- (iii) Modifications, attachments, repairs or parts replacements performed by you or any other person not authorized by the Company; or
- (iv) Failure of a vehicle to be in good working condition.

3. **PAYMENT.** During the Term, you agree to pay us the applicable monthly fees set forth above (the "Fees"). If applicable, any one-time Initial Fee will be due upon execution of this Agreement. Hardware costs, including installation, shall be due upon purchase of the Equipment. All other Fees will be invoiced or charged to you on a monthly basis in advance. You must pay any freight and any sales and/or use taxes. Invoices are due on receipt. You must pay all amounts without offset. After the Initial Term, we reserve the right to change our Fees or implement new charges at any time. If you do not pay any amount within sixty (60) days after it is due, we may impose a late charge on any undisputed unpaid amount equal to the greater of one percent (1.5%) per month on such unpaid amount or the highest rate/amount permitted by applicable law.

4. **TERM AND TERMINATION.** The initial term of this Agreement begins on the date of this Agreement and, unless terminated earlier as provided herein, continues for the term set forth on the first page of this Agreement (the "Initial Term"). Thereafter, the Term will be extended on an annual basis (the "Renewal Term"), unless terminated by either party, with or without cause, upon thirty (30) days prior written notice prior to the end of the Initial or any Renewal Term. The Initial Term and Renewal Term are collectively referred to as the "Term". If you terminate Services under this Agreement and later desire to reinstate Services, you may receive those Services if you sign another agreement with us and pay our then-current, applicable fees. This Agreement and your participation in the Services as set forth herein may be terminated by us prior to the end of the Term: (i) if you do not comply with any of your obligations under this Agreement (or then applicable policies and terms with respect to the Vehiclepath Items or Services, which may be changed from time to time), including any failure to pay any amounts due; (ii) for reasons relating to any breach of applicable state or federal law; or (iii) if we are no longer permitted to make the Services available. All unpaid amounts are immediately due and payable on default.

5. **COMPLIANCE WITH RULES AND LAWS.** You will comply with all then-current, applicable policies established from time to time and delivered to you with respect to the Vehiclepath Items and Services. You will also comply with all applicable laws and regulations, including FCC and privacy laws, relating to the Items and Services and the transactions contemplated under this Agreement. You are responsible for the compliance of your affiliates, employees, agents and consultants (collectively "Associates") with the terms of this Agreement and any applicable policies, rules, laws or regulations.

6. **LIMITED WARRANTY.** We provide a limited warranty that, for a period of one (1) year following delivery of Equipment to you and any extended warranty period(s) purchased, such Equipment will not have defects in material and workmanship and, subject to the terms, conditions and limitations set forth herein, during the Term: (a) Licensed Matter will be able to perform the data processing functions described in the applicable operating manuals; and (b) Services will be provided in a workmanlike manner. You may only make claims under this limited warranty during the Term by promptly notifying us after you learn of the facts supporting the claim. We will either repair or replace the non-complying item or re-perform the Services; **THESE ARE OUR ONLY OBLIGATIONS AND YOU'RE ONLY REMEDY FOR BREACH OF WARRANTY OR GUARANTEE.** We do not provide any warranty or guarantee on items acquired from others, even if acquired with our assistance. The limited warranties contained in this Section are void if you default. Unless otherwise agreed in writing, downtime is not a breach of this Agreement by us and will not entitle you to any refunds or credits.

7. **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.** **THE COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THE COMPANY IS TOLD THOSE DAMAGES MAY OCCUR. THE COMPANY'S LIABILITY UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO THE COMPANY UNDER THIS AGREEMENT DURING THE TWO (2) MONTH PERIOD PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM. EXCEPT AS STATED IN PARAGRAPH 6, THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTIES ABOUT THE ITEMS OR SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF INTERRUPTED OPERATIONS WITHOUT ERROR.** We are not responsible for: (a) delays in delivery, installation, damage to Equipment, or providing Services, except if caused by our gross negligence or willful misconduct; (b) acts of God or anything outside our reasonable control or resulting from your breach; or (c) the operation of Items if any item acquired from a third party is used with the Items.

8. **DEFAULT.** Subject to the provisions of Section 4, Term and Termination, you will be in default if you breach this Agreement, including any failure to pay any amounts due. If you default, we may, without liability, terminate this Agreement and cease providing Items and Services and obtain any remedies available. All unpaid amounts are immediately due and payable on default. All our rights and remedies are cumulative.

9. **VEHICLE REGISTRATION REQUIREMENTS.** You agree to promptly register any Vehiclepath Items along with any associated vehicle information using the web-based registration methods we provide to you. Upon registration of the Item and vehicle from you, we will activate any purchased Vehiclepath Services for the applicable vehicle. We may change the Item / Vehicle Registration process from time to time in our sole discretion.

10. **RIGHT TO SHARE INFORMATION.** You agree that we may share the information provided by you in this Agreement with our affiliates, for the purpose of establishment of credit or to set up or deal with your account, and with any ProCon parties as necessary in connection with the provision of the Items and Services hereunder or otherwise for the performance of this Agreement.

11. **DEFINITIONS.** The following definitions apply: (a) Equipment – Vehiclepath™ device or other equipment items (other than Licensed Matter) as described herein; (b) herein – means this Agreement unless the context in which used expressly refers to a specific provision, section or paragraph; (c) Items – Equipment and Licensed Matter; (d) Licensed Matter – ProCon software, including corrections and any improvement or modification that we provide to you, and anything provided by us for use with the ProCon software or Equipment, such as books or manuals or other printed materials; (e) Other Providers - anyone other than us that provides Items or Services to you; (f) our - belonging to us; (g) person – any individual, corporation, limited liability company, partnership, joint venture, association, organization, governmental body or authority, or any other entity, organization or enterprise of any nature whatsoever; (h) Services – Vehiclepath Services (described in Section 1 above) and support services for the Equipment and Software; (i) Subscriber or Customer - any individual or fleet entity that enters into a Subscriber Agreement with us; and (j) us or we or Company.

12. **GENERAL.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned by the Company without prior notice to or requirement of consent of Customer. Customer may not assign this Agreement without the prior written consent of the Company. This Agreement shall be read and enforced under the laws of the Commonwealth of Illinois applicable to contracts executed and performed completely in Illinois and without reference to any conflicts of laws provisions hereunder. Section or paragraph headings herein are for convenience only and shall not affect the meaning or interpretation of any provisions of this Agreement. If part of this Agreement is held invalid or unenforceable, the invalid part will be deleted and the rest will remain in effect. **EACH PART OF THIS AGREEMENT THAT LIMITS LIABILITY, DISCLAIMS WARRANTIES OR GUARANTEES, OR EXCLUDES DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED THAT WAY. IF ANY REMEDY FAILS TO FULFILL ITS ESSENTIAL PURPOSE, THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES REMAIN IN EFFECT.** Any notice required under this Agreement shall be in writing and shall be delivered by hand, sent by fax (if the sending machine confirms in writing that the fax was received), or mailed by registered, certified mail or other receipted delivery service, return receipt requested and postage or delivery fees prepaid, to the addresses stated in this Agreement. This Agreement contains the entire agreement between the parties about the Items and Services which are the subject of the Agreement and prevails over all prior oral and written statements, communications or agreements between you and us about such Items and Services. No action, regardless of form, related to this Agreement may be brought by you or us more than one year after the cause of action has accrued. In the event that we commence any action or legal proceeding to collect any sums payable to us hereunder or to otherwise enforce our rights under this Agreement, then in addition to any other rights or remedies to which we may be entitled, you agree that we shall also be entitled to recover our costs and expenses incurred in connection with such action or proceeding, including (without limitation) our reasonable attorneys' fees.

Signature;

Date;

Posting of the Terms and Agreement on the GPS Systems, Inc web site at www.gpstechnologies.com and www.gpstechnologies.net requires no signature to be legal and binding. Purchase of any GPS Systems, Inc equipment assumes that the buyer has read the Terms and Agreement and accepted their content. Buyers have been advised to read the document on all relevant web pages.