

GPS Tracking Solutions, LLC EQUIPMENT SALE AND SERVICE PROVIDER AGREEMENT

Terms and Conditions

Company and Distributor agree to the following terms and conditions

1. GPS Tracking Solutions Equipment. The Customer has purchased GPS wireless communications tracking equipment, accessories, and all instructional documentation supplied with the equipment or available on the GPS Tracking Solutions website (collectively, the "Equipment") and agrees to accept the terms and conditions set forth below. The purchase price shall be nonrefundable, except as provided in this Agreement.

2. Registration of Equipment with GPS Tracking Solutions. In order to access, install, and use the GPS Tracking Solutions Application Software and/or Services, Customer must register the Equipment on the GPS Tracking Solutions website.

3. Installation of Equipment. The Equipment shall be delivered to the Customer at the point of purchase or dropped-shipped to the Customer. Customer accepts full and exclusive responsibility for proper installation of the Equipment. GPS Tracking Solutions hereby reserves the right to block any Customer from accessing the Equipment, or to deactivate the Equipment at any time, specifically in cases of non-payment of any obligations due hereunder. UNDER NO CIRCUMSTANCES SHALL GPS TRACKING SOLUTIONS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, INJURY OR DAMAGE, OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, AND OMISSIONS, IN CONNECTION WITH THE INSTALLATION OF THE EQUIPMENT.

4. Equipment Limited Warranty. GPS Tracking Solutions warrants that the Equipment shall be free from defects in materials and workmanship and will substantially conform to GPS Tracking Solutions applicable published specifications for the Equipment for a period of one (1) year from the date of original purchase (the "Equipment Warranty Period"). THIS WARRANTY IS VOID IF THE PRODUCT CASING IS OPENED BY ANYONE OTHER THAN A GPS Tracking Solutions AUTHORIZED SERVICE FACILITY. The warranty set forth in this paragraph shall not apply to the GPS Tracking Solutions Application Software. Modifications or adjustments to the Equipment, which are not expressly approved by GPS Tracking Solutions, may void Customer's right or authority to operate the Equipment and any warranty coverage provided hereunder.

5. GPS Tracking Solutions Application Service.

(a) During the term of this Agreement, GPS Tracking Solutions will provide Customer access to and use of the GPS Tracking Solutions Application Services and the software related thereto (the "GPS Tracking Solutions Application Software" or "Software"), and GPS Tracking Solutions shall provide Support Services and other related services that are provided for herein (such as GPS Tracking Solutions Application Software, access, use and services referred to, collectively, as the "Service" or the "GPS Tracking Solutions Application Service").

(b) The GPS Tracking Solutions Application Service consists of a hosted web enabled application, data access and storage, carrier interface(s), mobile applications and email interface. Customer is responsible for obtaining and maintaining all computer equipment, Equipment, mobile phones, software and communications equipment needed or necessary to access the GPS Tracking Solutions Application Service, and for paying all access charges (e.g., ISP, telecommunications) from its access terminals (e.g., smart phone, computer, tablet) incurred while using the GPS Tracking Solutions Application Service.

(c) Upon execution of this Agreement, GPS Tracking Solutions will provide Customer with login access to the GPS Tracking Solutions Application Service for the term of the Agreement.

6. Software License. Subject to the provisions of this Agreement, GPS Tracking Solutions hereby grants to Customer a personal, non-exclusive, non-sublicensable, non-transferable, revocable license (the "License") to use the GPS Tracking Solutions Application Service only in accordance with the applicable end user documentation related thereto ("Documentation") during the term of this Agreement. The License allows for Customer and any Person authorized by Customer (collectively, "Users") to access remotely and use (only through remote access) the object code version of the GPS Tracking Solutions Application Software by means of the GPS Tracking Solutions Site. Modifications or adjustments to the Software, which are not expressly approved by GPS Tracking Solutions, may void Customer's right or authority to operate the Software. Customer will not, nor permit any Person to (a) reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code or underlying ideas or algorithms from the GPS Tracking Solutions Application Software or any component thereof, including the Equipment; or (b) copy, reproduce, modify, translate or create derivative works of, the GPS Tracking

Solutions Application Service, GPS Tracking Solutions Application Software or any component thereof including the Equipment other than as expressly agreed to in this Agreement.

7. GPS Tracking Solutions Application Software Limited Warranty. The GPS Tracking Solutions Application Software included in the Equipment is licensed and not sold. Its use is governed by the provisions of the applicable End User License Agreement (~~the EULA~~), if any, included with the Equipment. In the absence of a separate EULA included with the GPS Tracking Solutions Application Software providing different limited warranty terms, exclusions, and limitations, the following terms and conditions shall apply. GPS Tracking Solutions warrants that the GPS Tracking Solutions Application Software will substantially conform to the applicable published specifications for the GPS Tracking Solutions Application Software for a period of ninety (90) days from the date of valid activation (~~the Software Warranty Period~~). GPS Tracking Solutions does not warrant that the operation of the GPS Tracking Solutions Application Software will be error-free or uninterrupted or that the GPS Tracking Solutions Application Software functions will meet Customer's requirements or that all defects in the GPS Tracking Solutions Application Software will be corrected. THIS WARRANTY IS VOID IF CUSTOMER BREACHES THE SOFTWARE LICENSE SET FORTH IN SECTION 6 ABOVE.

8. Warranty Remedies. GPS Tracking Solutions's sole liability and Customer's exclusive remedy under the Equipment and Software Limited Warranties set forth above shall be, at GPS Tracking Solutions's option, to repair or replace any Equipment or Software that fails to conform to such warranty (~~Nonconforming Product~~), or refund the purchase price paid by Customer for any such Nonconforming Product, upon Customer's return of any Nonconforming Product to GPS Tracking Solutions in accordance with GPS Tracking Solutions's standard return procedures. GPS Tracking Solutions will not pay for (a) costs of installation or removal, (b) costs of product set-up or adjustment, or (c) shipping or related charges of returning the Nonconforming Product for repair, regardless of whether the repair is covered by the Limited Warranty set forth above. Customer must pay for shipment of the Nonconforming Product to the nearest GPS Tracking Solutions Authorized Service Facility and, if the warranty claim is valid, GPS Tracking Solutions will pay for shipment of the repaired or replaced Nonconforming Product back to Customer. All replaced parts and products, and products on which a refund is made, become the property of GPS Tracking Solutions. Unless prohibited by law, new or reconditioned parts may be used in the performance of warranty service. Repaired or replaced parts are warranted for the remainder of the original applicable limited warranty period. Customer will be charged for the repair or replacement of the Nonconforming Product made after the expiration of the applicable warranty period.

9. Equipment and Software Limited Warranties. The Equipment and Software Limited Warranties are conditioned upon submission of a purchase receipt or other proof of the date of original purchase and the preceding warranties shall not apply to, and GPS Tracking Solutions shall not be responsible for: (a) damage, failure or malfunction caused by or attributable to acts of God, lightning or other incidence of excess voltage or current, fresh or salt water immersion or spray, abuse, neglect, accident, misuse, alteration, cosmetic damage or any other occurrence beyond the reasonable control of GPS Tracking Solutions; (b) the Equipment and Software if they are not properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the relevant operator's manual and specifications; (c) Services not provided by GPS Tracking Solutions; (d) the combination or utilization of the Equipment or Software with accessories, products, information, data, systems, devices or ancillary or peripheral equipment not made, supplied or specified by GPS Tracking Solutions; (e) the operation of the Equipment or Software under any specification other than, or in addition to, the standard specifications for the Equipment or Software; (f) the Equipment and Software if the serial number has been removed or defaced; (g) any repairs other than those provided by a GPS Tracking Solutions Authorized Service Facility; (h) consumable parts (e.g., batteries and fuses); (i) the unauthorized modification or use of the Equipment or Software; or (k) any shipment of the Equipment (claims must be presented to the carrier).

10. Member Account, Password, Access Code and Security. Customer shall access the GPS Tracking Solutions Application Service by means of the browser that is recommended by GPS Tracking Solutions and using equipment obtained by Customer as further described in this Agreement. To open an account for usage of the GPS Tracking Solutions Application Service, Customer must complete the registration process, which will include a temporary password and user name. Customer may then choose its own password and account name. Customer shall access the GPS Tracking Solutions Application Service through the GPS Tracking Solutions Site and by entering the appropriate access code (~~the User Access Code~~). In all cases Customer shall assign, record and control the use of the User Access Codes and will be solely responsible for any use thereof. GPS Tracking Solutions will not be responsible for the use or misuse of any User Access Code. Customer is entirely responsible for: (i) maintaining confidentiality with regard to its password and account information, and (ii) any and all activities that occur under Customer's account. GPS Tracking Solutions will not be held liable for any unauthorized access to Customer's account by any Person other than Customer and/or any third party claims and/or actions associated therewith.

11. Support Services. GPS Tracking Solutions shall provide online support services (Support Services) to Customers through its Help Desk support program during such times as indicated on the GPS Tracking Solutions Site. The Help Desk support program allows Customer to access Support Services by calling its toll-free telephone number [customer@GPS Tracking Solutions.com](mailto:customer@GPS Tracking Solutions.com). GPS Tracking Solutions shall not be required to provide Support Services: (a) to any Person other than Customer, and (b) in respect of any software other than the GPS Tracking Solutions Application Software.

12. Fees. In addition to the payment of the purchase price for the Equipment, Customer shall be required to pay GPS Tracking Solutions fees for continued access to the GPS Tracking Solutions Site (the Fees), without any set-off, reduction or deductions of any kind. The Fees may be bundled into the price of the Equipment or offered separately. GPS Tracking Solutions shall have the right to increase the Fees at any time during the Term of this Agreement, effective on the date of notice to Customer.

13. Fee Payment. Customer shall pay the Fees required hereunder in accordance with the payment requirements set forth according to terms accompanying the purchase of the Equipment. Any amounts which have not been paid when due or in the event GPS Tracking Solutions does not receive payment from Customer's applicable credit card company, such amounts will be subject to a late payment charge at the rate of one and one-half percent (1.5%) per month, payable monthly, on the amounts outstanding from the time such amounts become due until payment in full is received by GPS Tracking Solutions. Any amounts received by GPS Tracking Solutions while late payment charges are outstanding will be applied first to interest owing. If Customer fails to pay its renewal fees, the cellular carrier may reuse the number and Customer may not be able to reactivate a device that has been expired. The cellular carriers reserve the right to permanently terminate and recover the phone number of a device for reassignment within their system. GPS Tracking Solutions has no control over this reassignment. Once the number has been reassigned, Customer's device will be rendered permanently terminated. Customer will not be able to locate its device again. Allowing a device to sit in an expired state will jeopardize its ability to be recovered.

14. Taxes. Prices set out herein are exclusive of all taxes and Customer shall pay (and GPS Tracking Solutions shall have no liability for), any taxes, tariffs, duties and other charges or assessments imposed or levied by any government or governmental agency in connection with this Agreement, except for taxes based solely on the net income of GPS Tracking Solutions. Customer will pay when due or upon GPS Tracking Solutions' demand all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. Customer shall indemnify and hold harmless GPS Tracking Solutions from and against any and all liability or damages, including late charges and interest which GPS Tracking Solutions may incur by reason of the assessment of Taxes.

15. Ownership of Intellectual Property. Customer acknowledges and agrees that GPS Tracking Solutions shall retain and own all right, title and interest and all intellectual property rights (including copyrights, trade secrets, trademarks and patent rights) in and to the Equipment, GPS Tracking Solutions Application Software, Documentation and the GPS Tracking Solutions Site (collectively, the GPS Tracking Solutions Materials) and all copies thereof, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the GPS Tracking Solutions Materials or to any copy thereof or any license right with respect to same not expressly granted herein. Customer agrees that it will not, either during or after the termination of this Agreement, contest or challenge GPS Tracking Solutions' ownership in the GPS Tracking Solutions Materials or any of its intellectual property rights therein.

16. Customer Security Responsibilities. Customer shall notify GPS Tracking Solutions immediately if there is a security breach or unauthorized use of the Service. If GPS Tracking Solutions determines, in its sole discretion, that any unauthorized use of the Service has occurred, GPS Tracking Solutions shall have the right to immediately suspend or terminate Customer's use of the Service.

17. Limited Warranty Regarding Service. GPS Tracking Solutions warrants that the Service will substantially conform to the related Documentation. Customer's sole and exclusive remedies and GPS Tracking Solutions's entire obligations to Customer, any User or any other Person hereunder for any breach of this warranty or the failure of GPS Tracking Solutions to provide the Service as required herein (a Deficiency), shall be, at GPS Tracking Solutions' election, for GPS Tracking Solutions to (a) provide the Services that are the subject of the Deficiency, or (b) refund to Customer the fees paid to GPS Tracking Solutions in the calendar year in respect of which the cause of action first arose. The remedies in this Section 20 are Customer's sole and exclusive remedy for any breach or alleged breach of any warranty to Customer and are expressly in lieu of any or all other remedies which may be available to Customer resulting from the furnishing, the failure to furnish or the quality of any Service. GPS Tracking Solutions does not warrant the accuracy of any data or information furnished to Customer that is created from Customer Data, Customer systems or software supplied by Customer.

18. Warranty Disclaimer Regarding Equipment, Software, Services and Proprietary Information.

(a) THE WARRANTIES ABOVE STATE GPS TRACKING SOLUTIONS' ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDIES, RELATING TO PERFORMANCE OF THE EQUIPMENT, SOFTWARE AND SERVICES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE

EQUIPMENT, SOFTWARE, SERVICES, THE PROPRIETARY INFORMATION, AND ACCOMPANYING ACCESSORIES AND MATERIALS ARE PROVIDED AS-IS+ AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY GPS TRACKING SOLUTIONS, ITS AUTHORIZED DISTRIBUTORS OR ANY PERSON OR ENTITY WHO HAS BEEN INVOLVED IN ITS CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF GPS TRACKING SOLUTIONS ARISING OUT OF, OR IN CONNECTION WITH, ANY EQUIPMENT, SOFTWARE, SERVICES OR PROPRIETARY INFORMATION. GPS Tracking Solutions IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES OR THE AVAILABILITY OF GPS SATELLITE SIGNALS. UNDER NO CIRCUMSTANCES SHALL GPS Tracking Solutions BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE, OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, OMISSIONS, DELAYS OR INTERRUPTIONS IN THE RECEIPT, TRANSMISSION OR STORAGE OF ANY MESSAGES, SIGNALS OR INFORMATION ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR USE OF ANY UNDERLYING CARRIER'S WIRELESS NETWORK. IF ANY IMPLIED WARRANTY APPLIES TO THE EQUIPMENT, SOFTWARE, SERVICES OR THE PROPRIETARY INFORMATION, SUCH IMPLIED WARRANTY IS LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY ALSO HAVE ADDITIONAL RIGHTS NOT STATED IN THIS DOCUMENT. IF ANY PORTION OF THE LIMITED WARRANTIES PROVIDED HEREIN IS ILLEGAL OR UNENFORCEABLE, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT THE REMAINDER OF THE LIMITED WARRANTIES.

(b) GPS Tracking Solutions DOES NOT REPRESENT OR WARRANT THAT: (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; (ii) THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE CORRECT, ACCURATE OR RELIABLE; OR (iii) ALL DEFICIENCIES IN THE SERVICES CAN BE FOUND OR CORRECTED. FURTHER, THE SERVICES MAY BE INTERRUPTED OR UNAVAILABLE FOR THE PURPOSES OF PERFORMING MAINTENANCE OR UPGRADES. GPS Tracking Solutions WILL NOT BE RESPONSIBLE FOR: (1) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER OR ANY USER; (2) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS OR EQUIPMENT; (3) INABILITY OF CUSTOMER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDERS THROUGH THE INTERNET, OTHER NETWORKS OR USERS THAT COMPRISE THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET; (4) SERVICES PROVIDED BY SERVICE PROVIDERS OTHER THAN GPS TRACKING SOLUTIONS; OR (5) PERFORMANCE IMPAIRMENTS CAUSED ON THE INTERNET.

(c) The agents, employees, distributors and dealers of GPS Tracking Solutions are not authorized to make modifications to the Express Limited Warranties set forth herein, or make additional warranties, whether express or implied, binding on GPS Tracking Solutions. Accordingly, additional statements such as dealer advertising or presentation, whether oral or written, do not constitute warranties by GPS Tracking Solutions and should not be relied upon.

#### 19. Limitation of Liability.

(a) FOR ANY BREACH OR DEFAULT BY GPS TRACKING SOLUTIONS OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR WITH RESPECT TO ANY CLAIM ARISING FROM CUSTOMER'S USE OF THE EQUIPMENT, SOFTWARE, SERVICES OR OTHERWISE ARISING UNDER THE AGREEMENT OR RELATED HERETO, GPS TRACKING SOLUTIONS ENTIRE LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF THE FOLLOWING: (i) THE FEES PAID TO GPS Tracking Solutions BY CUSTOMER PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION FIRST AROSE, EVEN IF THE CAUSE OF ACTION IS A CONTINUING ONE, OR (ii) IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT, THE AMOUNT PAID BY CUSTOMER DURING THE FIRST CALENDAR YEAR UNDER THIS AGREEMENT.

(b) IN NO EVENT WILL GPS TRACKING SOLUTIONS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF COVER, DAMAGES FOR DELAY, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PERSON, EVEN IF GPS Tracking Solutions HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

(c) GPS TRACKING SOLUTIONS SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF ANY DATA, EQUIPMENT OR THE SERVICES, INCLUDING THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.

(d) GPS TRACKING SOLUTIONS SHALL BE LIABLE TO CUSTOMER ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE TO CUSTOMER. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY CUSTOMER, INCLUDING BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

(e) Neither party may bring an action, regardless of form, arising out of or related to this Agreement (other than to recover fees or expenses due to GPS Tracking Solutions) more than one year after the cause of action has arisen.

(f) Customer agrees to indemnify and hold GPS Tracking Solutions, its Affiliates, employees, officers, directors, shareholders and agents harmless from and against any claims, suits, actions or proceedings (collectively, ~~Claims~~) brought and damages, costs (including reasonable attorneys' fees and costs) arising from, related to, or in connection with: (i) Claims by any Person to the extent that such Claims are based upon or arise out of Customer's use of the Equipment or Services; (ii) breach by Customer of this Agreement; or (iii) Customer's failure to comply with all applicable laws, rules or regulations; or (iv) any other action or omission by Customer.

20. Term of Agreement. This Agreement and the License granted herein shall continue during the applicable Service period chosen by Customer as indicated on Schedule B, unless terminated in accordance with the provisions hereof (the ~~Term~~).

21. Termination.

(a) If Customer fails to pay any amount chargeable hereunder when due, then GPS Tracking Solutions may, in addition to any other rights or remedies at law or under this Agreement, and in its sole discretion, (i) suspend or deny Customer's access to or use of the Service or the performance of any of its obligations under this Agreement until such failure is remedied, subject to such conditions as GPS Tracking Solutions may require; and/or (ii) terminate this Agreement;

(b) This Agreement may be terminated or Service suspended by GPS Tracking Solutions (i) if a receiver, trustee, administrator, or administrative receiver is appointed for the Customer or its property; (ii) if Customer makes an assignment for the benefit of creditors; (iii) if any proceedings should be commenced against the Customer under any bankruptcy, insolvency, or debtor's relief law, and such proceedings shall not be vacated or set aside within thirty (30) days from the date of commencement thereof; (iv) the Customer is liquidated or dissolved, or (v) immediately, without notice or liability to GPS Tracking Solutions, in the event of a breach by Customer of any of Customer's obligations under this Agreement; or

(c) This Agreement may be terminated by either party in the event the other party materially breaches any of its duties, obligations or responsibilities under this Agreement (other than breaches discussed in Section 21(a) or (b) hereof), and fails to cure such breach or provide the other party with an acceptable plan for curing such breach within thirty (30) days after receipt by the breaching party of written notice specifying the breach.

23. Effect of Termination. Except to the extent agreed to in writing by the parties, upon the termination of this Agreement:

(a) GPS Tracking Solutions shall be entitled to immediately cease providing the Services.

(b) GPS Tracking Solutions shall be entitled to immediately terminate Customer's access to the GPS Tracking Solutions Application Service.

(c) Customer shall immediately pay to GPS Tracking Solutions all amounts owing under this Agreement as of the date of termination.

(d) If this Agreement is terminated by Customer under Section 22(c) above and Customer has subscribed for the Annual Service Plan and paid fees for twelve (12) months in advance, GPS Tracking Solutions shall refund to Customer an amount equal to the difference between (i) the twelve (12) months' fees already paid, and (ii) the product of (x) number of complete calendar months remaining in the Term, and (y) the monthly Service Fee as set forth on Schedule A, less \$100 and any other Fees that may be due and owing to GPS Tracking Solutions by Customer.

(e) If this Agreement is terminated by GPS Tracking Solutions under Section 22(a), 22(b) or 22(c), all amounts that would have become due under this Agreement shall automatically accelerate and become immediately due and payable by Customer to GPS Tracking Solutions.

(f) Except as specifically provided in Section 23(d) above, GPS Tracking Solutions shall have no obligation to refund any amounts to Customer.

(g) Customer shall, and shall cause its Users to, immediately and permanently cease to use, in any manner whatsoever, the GPS Tracking Solutions Application Service, the User Access Codes and the Documentation.

(h) The License granted under Section 6 will automatically terminate.

24. Survival. The provisions of this Agreement that by their nature are intended to survive the expiration or earlier termination, including, without limitation, those provisions relating to termination, ownership, confidential information, warranty disclaimer, indemnification and limitations of liability shall survive the expiration or earlier termination of this Agreement.

25. Wireless Service. Customer acknowledges and agrees that the Equipment, Software and Service use, and require, industry standard cellular wireless communications services to communicate with vehicles, and therefore, all such vehicles must be within cellular coverage to communicate. Customer further acknowledges and agrees that GPS Tracking Solutions is not the underlying wireless carrier and that GPS Tracking Solutions may contract with various wireless carriers from time to time to provide such wireless service. UNDER NO CIRCUMSTANCES SHALL GPS Tracking Solutions BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, INJURY OR DAMAGE, OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, OMISSIONS, DELAYS OR INTERRUPTIONS IN THE RECEIPT, TRANSMISSION OR STORAGE OF ANY MESSAGES, SIGNALS OR INFORMATION ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR USE OF ANY UNDERLYING CARRIER'S WIRELESS NETWORK. CUSTOMER UNDERSTANDS THAT GPS Tracking Solutions CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. THE SERVICE IS FOR CUSTOMER'S USE ONLY AND CUSTOMER MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.

25. Miscellaneous.

(a) Notice. GPS Tracking Solutions may give notice by means of a general notice through the Service, electronic mail to Customer's e-mail address on record in GPS Tracking Solutions's account information, or by written communication sent by first class mail to Customer's address on record in GPS Tracking Solutions's account information. Customer may give notice to GPS Tracking Solutions at any time by any of the following: electronic mail to [customercare@skydatasolutions.com](mailto:customercare@skydatasolutions.com); letter sent by confirmed facsimile to GPS Tracking Solutions at the following fax number: (786) 331-3333, Attention: GPS Tracking Solutions Customer Care; letter delivered by nationally recognized overnight delivery service to GPS Tracking Solutions at the following address: GPS Tracking Solutions, LLC, 3055 NW 84th Avenue, Doral, Florida 33122, Attention: GPS Tracking Solutions Customer Care, with a copy to GPS Tracking Solutions's Legal Department.

(b) Force Majeure. Except for payment obligations hereunder, if the performance of this Agreement, or any obligation thereunder is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, telecommunication services, equipment or software from suppliers; war or other violence; any law, order proclamation, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take reasonable steps to avoid or remove such cause of non-performance and shall promptly resume performance hereunder whenever such causes are removed.

(c) Customer Rights. Nothing in this Agreement shall create or vest in Customer any right, title, or interest in the GPS Tracking Solutions Application Service or the GPS Tracking Solutions Materials other than the limited right to use the Service under the terms and conditions of this Agreement. All such rights shall remain in GPS Tracking Solutions.

(d) Severability. To the extent that any provision, portion or extent of this Agreement is deemed to be invalid, illegal or unenforceable, such provision, portion or extent shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and the remainder of this Agreement, as the case may be, shall remain binding upon the parties.

(e) Assignment. Customer may not, without GPS Tracking Solutions's prior written consent, assign or transfer this Agreement or any of its rights or obligations under this Agreement to any Person. GPS Tracking Solutions may assign this Agreement to any Person without the consent of Customer. GPS Tracking Solutions may delegate to Affiliates of GPS Tracking Solutions and to agents, suppliers and contractors of GPS Tracking Solutions any of the obligations herein imposed upon GPS Tracking Solutions and GPS Tracking Solutions may disclose to any such Persons any information required by them to perform the duties so delegated to them. For purposes of this Agreement, the defined term, "Affiliate" with respect to any Person shall mean any Person which, directly or indirectly, through one or more intermediaries, controls the subject Person or any Person which is controlled by or is under common control with a controlling Person. For purposes of this definition, "control" (including the correlative terms "controlling", "controlled by" and "under common control with"), with respect to any Person, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

(f) Waiver and Amendment. GPS Tracking Solutions reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time. Continued use of the Service for more than thirty (30) days after any such change shall constitute Customer's consent to such changes. No waiver by any Party of any right or remedy under this Agreement shall be effective unless such waiver is in writing and signed by the Party to be charged with such waiver. No waiver by any Party shall be deemed to extend to any prior or subsequent breach of this Agreement or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

(g) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict or choice of law rules or principles. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the court of the State of Florida located in Miami-Dade County or in the United States District Court for the Southern District of Florida for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof brought by any party hereto; and hereby waive and agree not to assert as a defense or otherwise, in any such suit action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced by such court. Customer hereby agrees that it is reasonable and foreseeable that it may appear in a state or Federal Miami-Dade County court in connection with any dispute between the parties under this Agreement.

(h) Attorneys' Fees. If any legal action is necessary in order to enforce any of the terms of this Agreement or otherwise as a result of the relationship between Customer and GPS Tracking Solutions, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

(i) Entire Agreement. This Agreement (together with any Schedules attached hereto and incorporated herein) sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as it contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.