

ADVANCED TRACKING TECHNOLOGIES, INC.

TERMS AND CONDITIONS OF TECH SUPPORT SERVICES

The following Terms and Conditions shall govern and control the provision of technical support services (“Service”) by Advanced Tracking Technologies, Inc. (“ATTI”):

TERMS AND CONDITIONS OF SERVICE

1. **YOUR ATTI SERVICE AND EQUIPMENT.** The Service applies only to Advanced Tracking Technologies Inc. (“ATTI”) hardware and software (“ATTI equipment”) in order to provide Technical Support Services to you.
2. **TECH SUPPORT CHARGES.** Technical support will be provided by ATTI whether on a per incident charge or upon an Extended Technical Support Services Agreement (ETSSA). No refund shall be made for your failure to use all purchased per incidents or technical support pursuant to an ETSSA. The ETSSA shall govern in the event of any conflict between these Terms and Conditions of Tech Support Services and the ETSSA. If a check is returned to ATTI unpaid or dishonored, ATTI may charge you a fee of up to \$25 per incident. If your credit or debit card provider refuses a charge, or a check is returned for insufficient funds, ATTI has the right to terminate or suspend your service. ATTI shall not be bound by any restrictive language included on checks such as “payment in full.” ATTI shall refund credit balances of less than one dollar only upon express written request.
3. **INITIATION AND CHANGES OF SERVICE.** Service shall be initiated immediately upon clearance of payment. ATTI shall notify you via e-mail of the activation of the Service. The Terms and Conditions of Tech Support Services may be amended or modified as required by law or any governmental authority having jurisdiction and you agree to be bound by any such modification or amendment.
4. **CUSTOMER INITIATED SERVICE CHANGES.** ATTI can only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, change, reactivate or renew your Service.
5. **CURRENT TERMS AND CONDITIONS OF SERVICE.** The current Terms and Conditions of Tech Support Service are available at www.advantack.com.
6. **SOFTWARE UPDATES.** The Service involves software that may require modification or changes from time to time. Any modifications or updates may also be requested at www.advantack.com.

7. **CUSTOMER RESPONSIBILITIES.** You are responsible for the installation and maintenance of the ATTI equipment and software and to ensure that they are in working order. Certain information you receive through the Service belongs to ATTI or to third parties who provide it through ATTI. The Service may be subject to one or more copyrights, trademarks, service marks, patents, or other legal protections.
8. **BILLING DISPUTES.** If you object to any fees or charges for services billed by or through ATTI, you must detail the objection in writing within 60 days after the fee or charge is incurred. **If you fail to object within the 60 day period, any objection shall be deemed to have been waived.**
9. **TAXES, FEES AND SURCHARGES.** You promise to pay all taxes, fees, and surcharges set by the government and charged to you by ATTI. ATTI may charge additional fees related to our costs (or the costs of our wireless service providers) to comply with government regulations.
10. **SERVICE TRANSFER.** The Service may not be transferred to another person without the express written consent of ATTI.
11. **TERMINATION OF SERVICE.** The Service will expire on the earlier of (a) completion of those incidents paid for, or, in the case of an ETSSA, upon the termination date of that Agreement.
12. **PRIVACY ISSUES.** Any information provided by you in connection with the Services shall be used only in accordance with Privacy Policy set forth on ATTI's website.
13. **WARRANTY LIMITATION.** ATTI MAKES NO WARRANTIES OF QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THESE TERMS AND CONDITIONS OF TECH SUPPORT SERVICES.
14. **LIMITATIONS OF LIABILITY.** UNLESS FORBIDDEN BY LAW IN A PARTICULAR INCIDENT, ATTI AND YOU EACH AGREE AS FOLLOWS:
 - a. ATTI SHALL NOT BE LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICE (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF ATTI EQUIPMENT OR (3) ANY INTERPRETATION OF INFORMATION SUPPLIED OR ACQUIRED FROM YOU OR YOUR EMPLOYEES OR THE ATTI EQUIPMENT.

- b. ATTI MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE CHARGES TO YOU FOR THE SERVICES RELATING TO THE PERIOD OF SERVICE OR INCIDENTS DURING WHICH SUCH DAMAGES OCCUR.
- c. NEITHER PARTY MAY RECOVER (1) PUNITIVE DAMAGES, (2) INCIDENTAL, TREBLE, EXEMPLARY, CONSEQUENTIAL, INDIRECT, PUNITIVE, AGGRAVATED, OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.
- d. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY ATTI CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND THE CONTROL OF US OR OUR SERVICE PROVIDERS.
- e. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. YOU AGREE THAT NEITHER ATTI, NOR ANY OF ITS SUPPLIERS, WIRELESS SERVICE PROVIDERS, LICENSORS (INCLUDING THE QUEEN IN RIGHT OF CANADA), VEHICLE GPS TRACKING EQUIPMENT MANUFACTURERS, DISTRIBUTORS, OR DEALERS WHO SEND YOU DATA OR INFORMATION THROUGH THE SERVICE IS LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION. THIS MEANS YOU CAN'T RECOVER ANY DAMAGES OF ANY KIND, INCLUDING CONSEQUENTIAL, AGGRAVATED, INDIRECT, SPECIAL, EXEMPLARY, TREBLE, OR PUNITIVE DAMAGES FOR ANY SUCH ERRORS, DEFECTS, PROBLEMS, OR MISTAKES.

THE LIMITATIONS IN LIABILITY SET OUT ABOVE SHALL BE BINDING UPON YOUR HEIRS, CUSTOMERS, SUCCESSORS AND ASSIGNS. NOTE: Some states do not allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

15. **INDEMNIFICATION.** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF ATTI, ITS SUPPLIERS, LICENSORS (INCLUDING THE QUEEN OF RIGHT IN CANADA), VEHICLE GPS TRACKING EQUIPMENT MANUFACTURERS, DISTRIBUTORS, AND DEALERS (EACH, INCLUDING

THE RESPECTIVE OFFICERS, EMPLOYEES, AFFILIATES, AND AGENTS OF EACH OF THE FOREGOING, AN “INDEMNIFIED PARTY”), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, FEES, EXPENSES, AND COSTS (INCLUDING ATTORNEYS’ FEES, COURT COSTS, DAMAGE AWARDS, AND SETTLEMENT AMOUNTS) WHICH RESULT OR ARISE FROM YOUR USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, YOUR USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION THEREWITH). THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT APPLY IN THE CASE OF CLAIMS OR LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, BUT ONLY WITH RESPECT TO THAT INDEMNIFIED PARTY. IN THE EVENT YOU HAVE PROVIDED ATTI WITH CREDIT CARD DATA, THE TERMS AND CONDITIONS SET OUT IN THIS SECTION 14 EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT OR DEBIT CARD ACCOUNT OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE CREDIT CARD ISSUER’S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.

16. DISPUTE RESOLUTION. ATTI AND YOU AGREE THAT ANY DISPUTES ARISING OUT OF THE SERVICE OR THIS AGREEMENT SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

- a. THE FEDERAL ARBITRATION ACT WILL APPLY. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”).
- b. FOR CLAIMS OVER \$10,000, THE AAA’S WIRELESS INDUSTRY ARBITRATION (“WIA”) RULES APPLY. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF 3 NEW ARBITRATORS. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY REQUESTING THE ARBITRATION CAN CHOOSE EITHER THE AAA’S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, OR THE BBB’S RULES FOR BINDING ARBITRATION. EACH PARTY HAS THE RIGHT TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE.

- c. ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION PROCEEDING IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.
- d. **IN THE EVENT THESE ARBITRATION REQUIREMENTS DO NOT APPLY TO THE RESOLUTION OF A DISPUTE, OR A CLAIM PROCEEDS IN SMALL CLAIMS COURT, YOU WAIVE ANY TRIAL BY JURY.**

17. **APPLICABLE LAW AND VENUE.** To the fullest extent permitted by law, and except as explicitly provided otherwise, these Terms and Conditions and any disputes arising out of or relating hereto, will be governed by the laws of the state of Texas without regard to its conflict of law principles. Venue for any dispute arising out of an RMA or these Terms and Conditions shall be in the Texas State Courts of Fort Bend County, Texas, and Customer expressly consents to jurisdiction there; ATTI shall have the sole option of bringing suit or transferring suit to the United States District Court for the Southern District of Texas, Houston Division, and Customer consents to jurisdiction there.

18. **NOTICES.** Any written notice from you required hereunder will be considered given when received at the ATTI address on the front of this agreement. Any written notice from ATTI required hereunder will be considered given 5 days after we mail it to you at the billing address ATTI has on file for you. Any oral notices must be followed by written confirmation to be effective. You agree that e-mail notifications shall be effective upon receipt by you and shall be admissible in any proceeding hereunder.

19. **THIRD PARTY BENEFICIARIES.** ATTI, ATTI affiliates, suppliers, distributors and authorized dealers are intended beneficiaries of this agreement. You agree that the Terms and Conditions of Tech Support Service shall bind you, your passengers, guests, invitees or drivers of your vehicle who shall be made aware of ATTI's rights and subject to the limitations of this agreement.

20. **NO FIDUCIARY RELATIONSHIP.** These Terms and Conditions of The Support Services do not create any fiduciary relationship between you and ATTI, or between you and any ATTI affiliates, suppliers, distributors and authorized dealers. These Terms and Conditions of Tech Support Services do not create any relationship of principal and agent, partnership, or employer and employee.

21. **ASSIGNABILITY.** The obligations of ATTI under these Terms and Conditions of Tech Support Services may be assigned, pledged or hypothecated, in whole or in part, by ATTI to any affiliate or third party. You may not assign your obligations hereunder without the express written consent of ATTI.
22. **ENTIRE AGREEMENT.** These Terms and Conditions of Tech Support Services and the ETSSA, if applicable, constitute the entire agreement between you and ATTI with respect to the subject matter hereof (the “Agreement”). They supersede any and all other agreements or representations, oral or written, past or present, with respect to the subject matter hereof. If any part of this Agreement is considered invalid by a court or arbitrator, that part not found invalid shall survive and remain enforceable. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it’s been replaced by a new agreement between us). This Agreement shall be binding on your heirs and successors and on ATTI successors or assigns. No waiver of any part of this Agreement, or of any breach of it, in any one incident will require a waiver of any other incident or breach.