

GPSPursuit – Service Agreement

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING THE GPSPURSUIT™ IPURSUIT SYSTEM AND THIS SERVICE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR, THE LIMITATIONS ON USE AND SERVICE CONTAINED IN SECTION 7 AND WARRANTY IN SECTION 6. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THE GPSPURSUIT™ IPURSUIT SYSTEM. YOU MAY, WITH THE PROOF OF PURCHASE, RETURN YOUR HARDWARE TO THE LOCATION FROM WHICH IT WAS PURCHASED.

GENERAL TERMS AND CONDITIONS

The hardware and the services that you are accessing via this web application are subject the following terms and conditions regarding your receipt of the Services.

1. Availability.

Services are available to you for your Lasso Unit only (a) within the 48 contiguous United States and Canada¹, (b) if the hardware enabling the Services ("Hardware") is installed in full compliance with the installation instructions, by a third party authorized installer and in accordance with the vehicle manufactures requirements, and (c) when the Lasso Unit is within the operating range of a wireless carrier that is part of the Lasso UNIT wireless service network monitored by GPSPursuit Inc. Services are subject to wireless transmission capacity limitations, atmospheric and topographical conditions and limitations arising out of the electrical system design and architecture of the equipment in which the Lasso Unit is installed. The Hardware will not function if the Lasso Unit power supply is discharged or disconnected or if essential equipment components are damaged in an accident or otherwise. Services may be affected by wireless carrier equipment limitations. Global positioning capabilities used to deliver some Services will not be available if satellite signals are obstructed. The data collected through the Services are stored on the computer servers at GPSPursuit Inc. offices in Canada. The availability of the information is subject to the availability of the Internet, telecommunications service providers and all related systems.

2. Activation and Use of Service.

GPSPursuit Inc. will accept requests to activate, reactivate, change, transfer or terminate the Service to your Lasso Unit(s) only from you or your authorized agent. You are responsible for ensuring that the equipment and Hardware are properly maintained and that the Lasso Unit is enrolled and activated for the Services. You agree not to use the Services for any unlawful or abusive purpose or in a way that presents danger to yourself or creates or risks damage to any Hardware or Service provider's business, reputation, employees, facilities, third parties, including but not limited to the wireless service providers, or to the public generally.

3. Payment of Charges.

You agree to pay, on time, any applicable activation, monthly service, service usage, cancellation, and disconnection fees, plus any applicable taxes, as provided in your Plan (attached). GPSPursuit will bill your credit card prior to each service term in accordance with the terms of your Plan. This bill is due and payable upon receipt in either U.S. Dollars for US customers or Canadian Dollars for Canadian customers. If your plan specifies monthly billing, then the monthly recurring charges are billed monthly in advance.

You agree to pay a late charge of the lesser of 1.5% per month or the maximum legal rate if your bill is not paid within ten (10) days after the due date. This late charge is applicable to the unpaid balance as of the due date and will be billed on subsequent invoices and statements. You agree to pay GPSPursuit all of GPSPursuit's collection costs, including without limitation the standard fees of any collection agency, reasonable attorney fees, and any other costs incurred by GPSPursuit in exercising any of its rights under this Agreement. GPSPursuit may suspend Service in the event of late payment. If it does so, GPSPursuit may charge a reactivation fee (currently \$50.00) for each suspended unit.

4. Changes in General Terms and Conditions.

GPSPursuit Inc. reserves the right to modify any and all terms including but not limited to rates, charges, scope of Services, service plans, special promotions and other such programs at any time upon notice to you. You always have the right to terminate the Services if you do not accept any such changed terms. IF YOU DO NOT TERMINATE

¹ By special arrangements with GPSPursuit, service may be made available in Latin America and Mexico.

THESE SERVICES WITHIN 15 DAYS AFTER RECEIVING OUR NOTICE OF A CHANGE, IT WILL MEAN THAT YOU ACCEPT THE CHANGED TERMS AND, ACCORDINGLY, THEY WILL BE BINDING ON YOU AND GPSPURSUIT INC. Acceptance by GPSPursuit Inc. of advance payments by you shall not be deemed a waiver of GPSPursuit Inc.'s right to modify its charges, services, or other terms at any time and shall not relieve you of your obligation to pay such modified charges. You may obtain the currently effective General Terms and Conditions by contacting GPSPursuit Inc.

5. Renewals/Suspensions/Service Changes.

You agree to remain as a subscriber for the minimum period stated in your Plan Term, or if no Term is specifically stated in your Plan, for a Term of 12 months starting on the date of Service activation.

All Service plans are Pre-paid Plans. Available plan terms may include: a yearly term with prepayment in full, a yearly term with prepayment prior to each service month or a multi-year term with prepayment in full. Pre-paid Plans automatically renew at the end of the Term for a new Term that is the same as the initial one unless you cancel by notifying GPSPursuit a minimum of 30 days before the then-current Term expires.

Pre-paid Plan fees are non-refundable unless SPOT cancels the Service, in which event you will receive a pro rata refund for airtime for the unused portion of the Plan.

If you have authorized charges for the Services to be made against a credit card account, GPSPursuit Inc. will charge the current fee monthly for the applicable level of service to your credit card account on file until notified by you or your authorised representative. You may temporarily suspend your GPSPursuit Inc.'s service once during any 12-month period, for a continuous time interval not to exceed 6 months. GPSPursuit Inc. reserves the right to charge you an administrative fee for suspension of service.

You may terminate these Services upon delivery of written notice, at any time and for any reason. GPSPursuit Inc. has the right to discontinue services and/or terminate the Services at any time without notice if you default in the payment of any sum hereunder, breach any obligation or representations herein, fail to perform any of your obligations at the time and in the manner specified herein or under any other agreement between you and GPSPursuit Inc., fail to maintain the Hardware, or interfere with GPSPursuit Inc.'s business. The remedies in this Section are not exclusive but are in addition to all remedies provided by law. GPSPursuit Inc.'s failure at any time to require strict performance by you of any of your obligations shall not waive or diminish GPSPursuit Inc.'s right to demand strict compliance with any provisions of this Agreement.

In the event of a termination by you or GPSPursuit Inc. pursuant to this Section, you will be responsible for payment of all outstanding balances accrued through the date of termination and such charges shall be immediately due and payable. You are not entitled to a refund for the cost of the Hardware or the unused portion of any Lasso Unit Service Charges. If Services are subsequently recommenced, you may be subject to reactivation charges. You authorize GPSPursuit Inc. to pay to any lien holder or lessor identified on a finance or lease agreement for the Lasso Unit any refund due in the event these Services are terminated and to permit such lien holder or lessor to cancel these Services pursuant to its terms and to receive any refund due upon a showing that the Lasso Unit is a total loss or you have been adjudged in default of your finance or lease agreement.

GPSPursuit Inc. is not obligated to provide you access to the web application, the Services to the Lasso Unit, the equipment in which it is installed, its purchaser or its occupants if you decline the Lasso Unit Services for any reason, if your Service is suspended or terminated or if your account is past due. Any voluntary Services provided by GPSPursuit Inc. in such cases will not be considered a waiver of this paragraph, and you agree to release GPSPursuit Inc. from any and all liability arising out of such voluntary Services.

6. No Warranties.

THE HARDWARE IS COVERED BY THE MANUFACTURER'S WARRANTY, HOWEVER, GPSPURSUIT INC., ITS THIRD PARTY SUPPLIERS, INCLUDING HER MAJESTY THE QUEEN IN RIGHT OF CANADA, MONITORING AND DATA MANAGEMENT SERVICE PROVIDERS, TELECOMMUNICATION SERVICE PROVIDERS, INTERNET SERVICE PROVIDERS AND WIRELESS CARRIERS (THE "SERVICE PROVIDERS") MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING SERVICES, INCLUDING WITHOUT LIMITATION THE ACCESS, SPEED OR AVAILABILITY THEREOF, INFORMATION, CONTENT OR OTHER MATERIAL PROVIDED OR MADE AVAILABLE HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.

7. Limitation of Liability.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONPERFORMANCE HEREUNDER BY THE SERVICE PROVIDERS SHALL BE EXCUSED IF CAUSED BY ACT OR OMISSION OF A THIRD PARTY SERVICE PROVIDER INCLUDING EMERGENCY SERVICES PROVIDERS, EQUIPMENT FAILURE, ACTS OF GOD, STRIKES, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND SERVICE PROVIDERS'

CONTROL. EXCEPT FOR CREDIT FOR INTERRUPTED SERVICE, NEITHER GPSPURSUIT INC. NOR ANY OTHER SERVICE PROVIDER IS LIABLE TO YOU FOR INTERRUPTED SERVICE, OR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY YOU, BY ANY THIRD PARTY, BY BUILDINGS, HILLS, TUNNELS, NETWORK CONGESTION, ATMOSPHERIC CONDITIONS OR OTHER THINGS SERVICE PROVIDERS DO NOT CONTROL, OR BY ANY ACT OF GOD OR NATURAL DISASTER. IF ANOTHER WIRELESS CARRIER IS INVOLVED IN ANY PROBLEM (FOR EXAMPLE, BECAUSE OF ROAMING), YOU ADDITIONALLY AGREE TO ANY LIMITATIONS OF LIABILITY THAT WIRELESS CARRIER IMPOSES ON ITS CUSTOMERS. IN ADDITION, THE LIABILITY OF A SERVICE PROVIDER FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, UNAUTHORIZED ACCESS, THEFT, OR OTHER FAILURE IN THE SERVICES FURNISHED SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PRORATED MONTHLY CHARGES TO YOU FOR SAID SERVICE DURING THE PERIOD SO AFFECTED, PROVIDED THAT NO LIABILITY SHALL RESULT FOR OUTAGES OF 24 HOURS OR LESS. TO RECEIVE CREDIT, YOU MUST NOTIFY GPSPURSUIT INC. WITHIN 60 DAYS AFTER THE TIME WHEN THE INTERRUPTION STARTED. BY USING THESE SERVICES, YOU AND GPSPURSUIT INC. ARE EACH WAIVING IMPORTANT RIGHTS. YOU AGREE THAT SERVICE PROVIDERS' 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 DURING WHICH SUCH DAMAGES OCCUR. IN NO EVENT SHALL SERVICE PROVIDERS BE LIABLE TO YOU FOR (1) ANY COST, DELAY OR INCIDENTAL, GENERAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES PROVIDED OR (2) INJURIES TO PERSONS OR PROPERTY ARISING FROM YOUR USE OF THE HARDWARE OR THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE HARDWARE BY OTHER THAN AN AUTHORIZED HARDWARE DEALER. YOUR MAXIMUM LIABILITY TO SERVICE PROVIDERS HEREUNDER UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO CHARGES DUE AND OWING BY YOU TO GPSPURSUIT INC. NEITHER YOU NOR GPSPURSUIT INC. CAN RECOVER (A) PUNITIVE DAMAGES; (B) TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES; OR (C) ATTORNEY'S FEES.

THE SERVICE MAY INCLUDE OR REFLECT DATA OR SERVICES OF THIRD PARTY. SUCH DATA IS LICENSED ON AN "AS IS" BASIS AND SERVICE PROVIDERS SHALL NOT BE LIABLE IN ANY RESPECT TO YOU FOR YOUR USE OF SUCH DATA OR SERVICES. SERVICE PROVIDERS (1) MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES RESPECTING SUCH DATA, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, EFFECTIVENESS, COMPLETENESS, ACCURACY, TIMELINESS, OR FITNESS FOR A PARTICULAR PURPOSE; (2) SHALL NOT BE LIABLE IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE DATA OR SERVICES; (3) SHALL NOT BE LIABLE IN ANY WAY FOR LOSS OF REVENUES OR CONTRACTS, OR ANY OTHER CONSEQUENTIAL LOSS OF ANY KIND RESULTING FROM ANY DEFECT IN THE DATA. YOU SHALL INDEMNIFY AND HOLD HARMLESS THE SERVICE PROVIDERS, THEIR OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS FROM AND AGAINST ANY CLAIMS, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIMS, ALLEGING LOSS, COSTS, EXPENSES, DAMAGES OR INJURIES (INCLUDING INJURIES RESULTING IN DEATH) ARISING OUT OF OR IN CONNECTION WITH (1) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, YOUR EMPLOYEES OR THIRD PARTIES, EVEN IF OCCASIONED BY THE SOLE NEGLIGENCE OF ANY OF THE SERVICE PROVIDERS, (2) THE USE OR POSSESSION OF THE DATA PROVIDED IN CONNECTION WITH THE SERVICES, (3) CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS AGREEMENT, (4) THE USE, FAILURE TO USE, OR INABILITY TO USE THE SERVICES, EXCEPT WHERE SUCH CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE SERVICE PROVIDERS. IN THE EVENT YOU HAVE AUTHORIZED GPSPURSUIT INC. TO CHARGE AMOUNTS DUE AGAINST YOUR CREDIT CARD ACCOUNT, THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT CONTAINED IN THIS PARAGRAPH SHALL EXTEND TO CLAIMS, EXPENSES, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT CARD ACCOUNT OR FROM ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH CREDIT CARD ACCOUNT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CORPORATION AND THE UNDERLYING CARRIER. IN ADDITION, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

You understand and agree that GPSPursuit Inc. is providing Services intended as a convenience; that the payments you provide are based solely on the value of the Services and are unrelated to the value of the Vehicle, any property

therein, or the cost of any injury to or damages suffered by you; that GPS*Pursuit* Inc. is not an insurer and that you should obtain and maintain insurance covering personal injury and/or loss of property.

YOU HEREBY FOR YOURSELF AND OTHER PARTIES CLAIMING UNDER YOU, RELEASE AND DISCHARGE SERVICE PROVIDERS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AFFILIATES FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE, IT BEING EXPRESSLY AGREED AND UNDERSTOOD THAT NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST SERVICE PROVIDERS. YOU AND GPSP*PURSUIT* INC. 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 ABOVE. Some states or provinces may not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations may not apply. If any limitations do not apply, the balance of this Agreement shall be unaffected and shall remain enforceable.

THE LIMITATIONS OF LIABILITY AND INDEMNITIES IN THIS SECTION APPLY TO CLAIMS MADE BY YOU, YOUR EMPLOYEES, YOUR CUSTOMERS, AND ANY THIRD PARTIES MAKING CLAIMS HEREUNDER AND SURVIVE TERMINATION OF THIS AGREEMENT.

8. Vehicle Location Information and Privacy on Your Lasso Unit System.

You understand that privacy cannot be guaranteed on cellular telephone systems such as those used for the Services, that privacy cannot be guaranteed on Internet systems such as those used to view data on the GPS*Pursuit* Inc. website and GPS*Pursuit* Inc. shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to GPSP*Pursuit* Inc. (i) using information about you, your Lasso Unit or your Lasso Unit's location ("Information") to administer the Services, offer new products or services, enforce the terms of these Services, prevent fraud and respond to regulatory and legal requirements, (ii) electronically locating your Lasso Unit in conjunction with providing Services, (iii) locating your Lasso Unit if you are in default of this Agreement, (iv) providing Information to service provider and law enforcement personnel for the purpose of providing Services hereunder or in response to a subpoena or other such legal process, and (v) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as provided above, GPSP*Pursuit* Inc. will not monitor your vehicle location. You may obtain the GPS*Pursuit* Inc. Privacy Policy online at www.gpspursuit.com or by contacting GPS*Pursuit* Inc.

9. Wireless Account Numbers, Personal Account Names and Passwords.

You acknowledge that except as required by law, you acquire no right, title, or interest in any wireless account number or any Personal Account Names or Passwords under these Services. You acknowledge that GPS*Pursuit* Inc. will not program the Hardware to use wireless account numbers other than those provided by GPS*Pursuit* Inc. Wireless account numbers may be changed or reassigned by GPS*Pursuit* Inc. Personal Account Names and Personal Passwords for access to your data on the GPS*Pursuit* Inc. website may be setup, changed, reassigned, or eliminated by GPS*Pursuit* Inc. You accept full responsibility for the use and protection of your Personal Account Name and Password. You may change your Password at any time by contacting GPS*Pursuit* Inc. However, you accept full responsibility for all Services provided in conjunction with the use of the Personal Account Name and Password by you or third parties to whom you have made the Personal Account Name and Password available.

10. Proprietary Right to Content.

You acknowledge that content transmitted through the Services ("Content") is the proprietary content of GPS*Pursuit* Inc. and its third party Content providers. The Content is protected by copyright, trademark, service marks, patent or other proprietary rights and law. You may only use the Content as expressly authorized by GPS*Pursuit* Inc. You may not use the Content for commercial purposes. You may not copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from the Content.

11. No Agency Created.

These Terms of Use do not in any way create the relationship of principal and agent, joint venture, partner, or employer and employee between you and the Service Providers, and under no circumstances shall you hold yourself out to be or in any way be considered an agent of Service Providers.

12. Assignment.

GPSP*Pursuit* Inc. may assign in whole or in part, its rights or duties for the Services, without notice to you. You may assign this Agreement only with the prior written consent of GPSP*Pursuit* Inc.

13. Notices.

Notices to you shall be deemed given if deposited in the Canadian or U.S. Mail, addressed to your last known address as shown on the Customer Registration form. Notice to GPS*Pursuit* Inc. shall be deemed given when received by GPSP*Pursuit* Inc. at the address shown at the end of this document.

14. Third Party Beneficiary.

Service Providers (except *GPSPursuit* Inc.) are intended to be third party beneficiaries under this Agreement.

15. Governing Law.

These Terms and Condition of Service, including all matters relating to the validity, construction, performance and enforcement hereof, shall be governed by the laws of the province of Ontario without regard to its conflicts of laws, promises and applicable Canadian federal law, the regulations of the FCC, the laws and regulations of the state or province where Services are provided, and by any tariff required to be filed by *GPSPursuit* Inc. pursuant to such state or provincial law. The Terms and Conditions of Service are subject to amendment, modification or termination if required by such regulations or laws.

16. Other.

This represents the final and entire Agreement between you and *GPSPursuit* Inc. and replaces and supersedes all prior or contemporaneous agreements, representations or contracts, verbal or written. If any part or portion of this Agreement is found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

GPSPursuit Inc.
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