

End User License and Terms of Purchase Agreement

This End User License and Terms of Purchase Agreement (the “Agreement”) is made and entered into immediately by the person signing or otherwise electronically accepting this Agreement (“You” or “Your”) and is between You and FlexProtect, LLC (“FlexProtect”). You are bound to the terms of this Agreement. If You are the employee or agent of a purchaser of the Device or Services, each as defined below, then the terms “You” and “Your” shall also include such purchaser (defined herein as an “Organization”) and You hereby confirm that You have the authority to bind the Organization to the terms and conditions of this Agreement. If there are any direct conflicts between this Agreement and the terms and conditions of a mutually executed and delivered written agreement between FlexProtect and an Organization (a “Company Contract”), the terms and conditions of this Agreement shall govern.

1. **ACCEPTANCE:** This Agreement applies to (a) the global positioning system harness and device and any firmware or software contained therein (collectively, “Device”) and related online data services, applications, programs, interfaces and software (collectively, “Services”) You obtain or purchase from FlexProtect or FlexProtect’s distributor or agents and (b) the subscription plan for Services agreed upon in writing (including by electronic agreement) between you and FlexProtect (the “Subscription Plan”). YOUR SIGNATURE ON OR ELECTRONIC ACCEPTANCE OF THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. FlexProtect may modify this Agreement at any time by providing You notice or by asking You to accept a new version of the Agreement. Notice may be provided with an update to the Services or by posting the updated Agreement on the FlexProtect website. If You do not agree with the modification, then You may not use the Device or Services; but Your continued access or use of the Services after such notice indicates Your acceptance of the modified terms.
2. **LOCATION, TELEMETRY AND DATA COMMUNICATIONS SERVICE:** FlexProtect shall determine in its sole discretion if You are eligible for a Subscription Plan. If You are not eligible, Your Device will not have access to any Services. If You have properly installed, registered, maintained and used the Device and Services, the Device and Services will enable You to (a) view Your vehicle’s whereabouts, notifications of the Device’s defined location, telemetry and operation events, as FlexProtect may elect to provide from time to time, or (b) send specific commands to the Device by logging onto the FlexProtect internet websites using standard web browsers or using the FlexProtect mobile application, subject to the various limitations of technology set out in Section 18. The Device and Services are for use in the United States of America only. You acknowledge and agree that the Subscription Plan does not include any voice services and that full use of the Device and Services require Your own mobile device, with its own airtime, voice services and data plan. The Device and Services are not intended to provide access to emergency personnel or services. You are responsible for the use of Your Devices and Services and You agree to comply with all applicable laws, ordinance, rules and regulations of applicable federal, state, local or foreign government and any agency or public authority thereof, and to hold FlexProtect, its direct and indirect parents and subsidiaries, and its suppliers harmless from liability or loss by reason of asserted or established violation of said laws, rules, or regulations by You, Your agents or representatives. FlexProtect reserves the right to disable the Services if significant international roaming fees are incurred or if FlexProtect in its sole discretion determines illegal or misuse of the Device and or Services. After Your Subscription Plan has expired, an annual charge thereafter is required to continue the Service, if FlexProtect determines that You are eligible for a Subscription Plan. You acknowledge and agree that the form and nature of the Services and

Subscription Plans that FlexProtect provides may change from time to time without prior notice to You.

3. **STOLEN VEHICLE RECOVERY CALL CENTER SERVICES:** The Services have no direct connection to any law enforcement agency or emergency services personnel. Use of the Services is limited to use within the United States of America. You have sole responsibility for reporting Your vehicle that is registered and fitted with the Device as stolen to the appropriate law enforcement agency or emergency services personnel and You have sole responsibility for filing a stolen vehicle report with the relevant law enforcement agency and obtaining the correct contact details and a stolen vehicle report case number before calling the Stolen Vehicle Recovery Call Center. You will be able to call the Stolen Vehicle Recovery Call Center 24 hours a day 7 days a week. You must have an unexpired Subscription Plan on the stolen vehicle and You will need to provide (a) satisfactory identification, (b) the vehicle Identification Number (“VIN”) which must be the same as the VIN registered on the Subscription Plan, (c) the appropriate law enforcement contact details, and (d) stolen vehicle report case number. Law enforcement must be treating the vehicle in which the Device is installed and is registered with an active Subscription Plan as stolen before any vehicle location data will be shared with any law enforcement agency on Your behalf. The Stolen Vehicle Recovery Call Center will call the law enforcement agency contacts that You provide with the stolen vehicle report case number You provide and supply a temporary token for them to track Your vehicle location. It is Your sole responsibility to ensure the law enforcement contact details and stolen vehicle report case number are correct.
4. **DISCLOSURE OF RELATIONSHIP WITH SERVICE PROVIDERS:** You understand that the Device and Services provided by FlexProtect depend upon services provided by third parties (“Service Providers”) pursuant to agreements between such Service Providers and FlexProtect and are subject to certain terms, conditions and limitations set out in such agreements. You expressly understand and agree that You have no contractual relationship with such Service Providers. You acknowledge and agree that Your Service may be temporarily suspended or permanently terminated upon little or no notice in the event that FlexProtect’s agreement with the Service Provider is terminated. You understand that FlexProtect and Service Provider cannot guarantee the security of data transmissions and will not be liable for any lack of security relating to the use of Service Providers or the transmission of data. You further acknowledge that the Service Providers disclaim all liability of any nature to You, whether direct, indirect, incidental or consequential, arising out of use of the Device and Services, and You agree that You shall have no claims against the Service Providers of any kind with respect thereto and that FlexProtect is acting as an agent to Service Providers. In addition, You expressly agree that the terms in this Section 4 shall survive the termination of this agreement.
5. **SERVICES OFFERED BY THIRD PARTIES:** The Services may offer You certain third-party applications and services, which may be accessed through the Services. These may include (among other things) web or mobile services and/or third-party roadside assistance. You do not have to purchase or otherwise agree to use any such third-party applications and services in order to use the Devices or the Services. Third-party applications and services are not owned or controlled by FlexProtect. Such third parties may ask You to provide credit card and other payment information to purchase their application and/or to use their services. If You make such a purchase, You understand and agree that You are providing Your payment information directly to the third party offering the application and/or services and that FlexProtect is not responsible for Your provision of such payment information or Your payment instructions to such third party. FlexProtect will

not collect, store or use credit card or other payment information if You elect to make such a third-party purchase. You understand that FlexProtect has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party applications or services. You further acknowledge and agree that FlexProtect shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any such content, goods or services available on or through any such applications or services.

6. PRIVACY DISCLOSURES AND SECURITY:

(A) During the registration process for Your Device and Services You created a user name or identifier (ID) and password that allows You to have access to the Services through the website or mobile application. You will not provide Your user ID or password to any other person or entity, or allow any other person or entity to access Services provided to You under Your user ID and password. You agree that You are solely responsible for any actions that occur under Your user ID and password. In the event that Your user ID and password becomes known by a third party You agree to notify FlexProtect immediately by email at support@FlexProtect.io.

(B) Services may access Your phone location and Your identity to determine Your precise or approximate location using GPS and or network-based location and You authorize this access. Failure to allow any or all of these permissions may result in Your inability to use all of some of the features of the Services and FlexProtect shall no liability for such failures. Location services must be turned on by You for some Services functionality.

(C) Information collected and analyzed by the Services can include but is not limited to, Internet protocol (IP) address or any other identifying information for the Device, Your mobile device on which mobile application software is installed; login; e-mail address; password; vehicle and mobile device GPS coordinates, vehicle details such as make, model, year, color, vehicle odometer estimate, vehicle data bus information captured by the Device such as vehicle data bus information captured via a standardized (OBD) connector, computer and connection information such as browser type, version, and time zone setting, browser plug-in types and versions, operating system, and platform; purchase history; the full Uniform Resource Locator (URL) clickstream to, through, and from the FlexProtect site, including date and time; cookie number; products You viewed or searched for; the phone number You used to call FlexProtect's phone number; device ID and call information; cellular data settings; and identity. FlexProtect may also use data on certain parts of the Services applications for fraud prevention and other purposes.

(D) FlexProtect may use software to measure and collect session information, including page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page. You understand and agree that in conjunction with employee training, quality control and the provision of the Services, FlexProtect and or its agents or Service Providers may monitor the activities and location of You and Your vehicle and the usage of the Services.

(E) You understand that privacy cannot be guaranteed on the Services or other systems such as those used in order to provide the Services, and FlexProtect will not be liable to You or any other third party for any claims, loss, damages or costs which may result from a lack of privacy. You assume full responsibility for the establishment of appropriate security measures to control access to Your respective equipment and information.

7. **CONSENT TO THE USE OF DATA:** By using and subscribing to the Services, You understand and agree that You are granting to FlexProtect a license to collect and store user data, including but not limited to You and Your vehicle's location and telemetry data (collectively, "User Data") within the FlexProtect system. You understand and agree that after it is collected and stored, the User Data is solely owned by FlexProtect and that any anonymous analytics derived from the User Data may be used, marketed and sold to provide additional features, including but not limited to service alerts, maintenance reminders, and product and service offers. You agree that location and telemetry data may be provided to FlexProtect employees, agents and representatives, law enforcement agencies, emergency services, third-party Service Providers, wireless carriers or other persons for the purpose of providing Services, or in response to a subpoena or other legal process, and You hereby grant any licenses required for that use. FlexProtect may use User Data to provide additional products and services such as dealer product and service offers or maintenance service reminders and You hereby grant Your dealership the right to use User Data to determine and advise You of product and service offers and or service check reminders and derive engine diagnostics. You also consent and agree to the use of Your personal information to administer Your account, including for credit and collections purposes. **YOU AGREE THAT YOU, YOUR EMPLOYEES, AGENTS OR REPRESENTATIVES WILL NOT USE THE DEVICE AND/OR SERVICES DIRECTLY OR INDIRECTLY FOR UNLAWFUL, IMPROPER OR PROHIBITED PURPOSES AND THAT IT IS YOUR RESPONSIBILITY TO ADVISE ALL OWNERS, OPERATORS OR OCCUPANTS OF YOUR VEHICLE EQUIPPED WITH A DEVICE OR SERVICES ABOUT HOW INFORMATION ABOUT THEM MAY BE COLLECTED, USED AND DISCLOSED BY FLEXPROTECT AND TO TAKE ANY AND ALL SUCH ACTIONS AS NECESSARY TO COMPLY WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO USE OF DEVICE AND/OR SERVICES.**

8. **INSTALLATION:** Improper Device installation including location may result in complete or partial loss of functionality of the Device and Services. The Device must be installed by an FlexProtect approved installer. It is solely Your responsibility to ensure that the Device is properly installed at all times. FlexProtect will not be liable to You or to any person for any loss or damage caused by improper installation of the Device, including any loss of Services functionality due to improper installation. You agree to indemnify and hold FlexProtect harmless from any and all claims or damages You or any person may have for any loss or damage caused by improper installation of the Device. **IF A SUBSCRIBER IDENTITY MODULE ("SIM") CARD IS SUPPLIED WITH THE DEVICE IT MAY ONLY BE USED WITH THE DEVICE IT WAS SUPPLIED WITH. IN NO EVENT SHALL THE SUBSCRIPTION PLAN BE USED WITH ANY OTHER WIRELESS DEVICE.**

9. **PRICING OF SERVICES AND PAYMENT TERMS:** Your Device is assigned a Subscription Plan selected by You at time of purchase. The usage limitations of the Subscription Plan and any pricing will be described at the time of purchase. At the conclusion of the Subscription Plan term, any unused airtime will expire and You will not receive any credit, refund, or roll-over. You may not roam or use the Subscription Plan or any Services outside of the United States. FlexProtect may, at any time, revise (a) limits on use of such data communication service, and (b) the cost and features or whether to offer for sale the Subscription Plan and Services.

10. **PAYMENT, TAXES, INDEMNITY:** You will bear full responsibility for, and will pay FlexProtect or its agent or reseller all fees and charges (together with all applicable taxes thereon) in advance of receiving the Device or Services on a prepaid basis. All charges, including wireless network charges, for Services commence immediately upon activation and are billed on a one-time, prepaid basis. All prepaid amounts are non-refundable. Prices relating to the Services are exclusive of taxes including, without limitation, any federal, state, local or foreign excise, VAT, sales, use, property, retailer's occupation or similar taxes, or any duties, customs or similar charges. **YOU AGREE THAT TIME IS OF THE ESSENCE AND YOU AGREE THAT PREPAID FEES ARE NON-REFUNDABLE REGARDLESS OF ANY PROBLEMS YOU MAY HAVE WITH THE DEVICES OR SERVICES INCLUDING THE OPERATION, CAPABILITY, INSTALLATION, OR REPAIR THEREOF, AND REGARDLESS OF ANY CLAIM, SETOFF, COUNTERCLAIM, OR DEFENSE YOU MAY HAVE AGAINST FLEXPROTECT, THE MANUFACTURER, SALESPERSON, OR ANY OTHER PARTY.**

11. **LIMITED SOFTWARE LICENSE:** In consideration of the payment of the Subscription Plan fees (or payment for the Device, if the Services are included with purchase of the Device), FlexProtect grants You a limited, personal, non-exclusive and non-transferable license to use the Services solely for the period of time set forth in your Subscription Plan. This license is for the sole purpose of enabling You to use the Services as provided by FlexProtect, in the manner permitted by this Agreement and Your Subscription Plan. This license will automatically terminate on termination of Subscription Plan. You agree not to access (or attempt to access) any of the Services by any means other than directly through the user interfaces that are provided by FlexProtect. You agree that You will not engage in activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). You shall not (and You shall not cause or permit anyone else to) copy, reproduce, modify, create any derivative work of, reverse engineer, disassemble, decompile, or otherwise attempt to gain access to or extract the source code of the Devices or Services or any part thereof. You agree not to transfer any part of Your rights to use the Devices or Services.

12. **PROPRIETARY RIGHTS:** You acknowledge and agree that FlexProtect owns all legal right, title, and interest in and to the intellectual property rights in the Devices and Services, including but not limited to any intellectual property rights which exist in the software, firmware, and technology contained in the Devices and Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that You have no right to use any of FlexProtect's trade names, trademarks, service marks, logos, domain names, and other distinctive features. You agree not to take any action (or permit any third party to take any action) that might interfere with or contest FlexProtect's intellectual property rights of any kind, character or nature.

13. **LIMITED WARRANTY AND LIMITATION OF LIABILITY:** FlexProtect warrants to You that the Device (subject to the below-listed Exclusions and other restrictions contained herein) will be free from defects in workmanship and materials under normal use ("Defects") for one (1) year from the date the buyer of the Device first takes possession of the Device ("Limited Warranty Period") regardless of the length of any Subscription Plan term or other subscription for Services. During the Limited Warranty Period the Device containing a Defect will be repaired or replaced

at FlexProtect's sole discretion, at its expense. This limited warranty ONLY COVERS Defects in components or manufacturing defects under normal use for the Device as delivered and DOES NOT COVER failures or defects in the Device due to the following ("Exclusions"): (a) use of inappropriate materials for its operation, (b) modifications made to the Device, such as cuts in the protective cover, screws or labels, (c) situations in which the Device has been subjected to misuse or negligence, (d) inadequate storage of the Device, (e) installations performed by third-parties not approved by FlexProtect or incorrect installations or removals (i.e., damage derived from the installation or removal of the Device), (f) external faults, such as electrical shocks, excessive humidity, variations in temperature outside specification, (g) use in abnormal conditions, (h) normal wear and tear or cosmetic damage, (i) failures which are caused by products not supplied by FlexProtect, (j) failures which result from: accidents, abuse, neglect, mishandling, misapplication, alteration, tampering, opening or attempting to open the Device, setup adjustments, improper maintenance, use or combination with accessories or devices not approved by FlexProtect, power surges, connection to an improper voltage supply, lightning damage, introduction of sand or liquids, proximity or exposure to heat or chemicals, industrial use, reception problems caused by signal conditions or cable or antenna systems outside the Device, reception problems caused by an inadequate signal level in the operating area, unauthorized use, (k) service by any party except those authorized by FlexProtect, or (l) damage that is attributable to acts of God. For accessories, this limited warranty is applied only for 30 calendar days from the date of the sale to the original Device owner. This limited warranty is not applicable on Device samples or gifts. If the Device shows a Defect within its Limited Warranty Period, and is verified by FlexProtect's RMA process, the Device owner must pay for the return shipping costs back to FlexProtect, but then FlexProtect will pay for the replacement Device shipping costs back to the Device owner. All returns will be effective once validated by FlexProtect's Technical Service Department. This limited warranty is nontransferable and is automatically void if the Device has been modified or used in a manner contrary to its intended purpose. EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF NON-INFRINGEMENT, ACCURACY, OR ANY OTHER WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW. Further, this limited warranty will be deemed null and void if the Device is transferred to a different vehicle. In order to make a claim under this limited warranty, you must contact FlexProtect at support@FlexProtect.io or by calling (703) 957-8648 during the Limited Warranty Period to explain the issue with the Device. FlexProtect will troubleshoot the matter. In the event FlexProtect is unable to resolve the issue, FlexProtect shall issue a return authorization number. Upon receipt of the return authorization number, you shall arrange to have the Device returned to your selling dealer within thirty (30) days of FlexProtect's issuance of a return authorization number. If FlexProtect determines in its sole discretion that the Device has a Defect, FlexProtect shall be responsible for the replacement Device and shipping costs to your selling dealer for installation. If the returned Device is found to not have a Defect, the device shall be returned to the selling dealership to be reinstalled. If any part of this limited warranty is held to be invalid or unenforceable, the remainder of the limited warranty shall nonetheless remain in full force and effect. REPAIR OR REPLACEMENT OF A DEFECTIVE DEVICE IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. SOFTWARE LOADED ON THE DEVICE AND ALL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY. FLEXPROTECT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES FOR BREACH OF THIS LIMITED WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW,

FLEXPROTECT 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 LIMITED WARRANTY PERIOD. NO EMPLOYEE OR AGENT OF FLEXPROTECT HAS THE AUTHORITY TO GRANT ANY OTHER WARRANTY TO YOU WRITTEN OR ORAL.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION: EXCEPT AS PROVIDED EXPRESSLY HEREIN, FLEXPROTECT WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY LOSS OR DAMAGE CAUSED BY THE INSTALLATION OR USE OF THE DEVICE OR SERVICES OR FOR ANY ERRORS IN OR INTERRUPTION OF THE DEVICE OR SERVICES, REGARDLESS OF CAUSE. FLEXPROTECT WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY LOSS OR DAMAGE CAUSED BY ALTERATION OR TERMINATION REQUIRED BY CHANGES TO POLICIES, REGULATIONS OR RULES BY THE FEDERAL COMMUNICATIONS COMMISSION ("FCC") AND OTHER GOVERNMENTAL AUTHORITIES COVERING WIRELESS NETWORKS AND DEVICES. IN NO EVENT WILL FLEXPROTECT'S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNT PAID BY YOU FOR THE DEVICE OR SERVICES. FlexProtect will not be liable to You or any third party for consequential, incidental, general, special or exemplary damages, including, without limitation, loss of or damage to Your vehicles or loss of profits, revenues or data, even if FlexProtect has been advised of the possibility of such damages. You agree to indemnify, defend and hold FlexProtect, its officers, directors, employees, contractors, agents and affiliates and Service Providers harmless from and against any and all losses, costs, expenses (including attorney's fees, expert fees, and expenses), demands, claims, liability or damages or causes of action of any kind or character including without limitation, for any personal injury or death, in any manner arising out of, relating to, or caused by Your (a) use of the Devices or Services, whether authorized or not, (b) violation or breach any provision of this Agreement, (c) acts or omissions causing delay or inaccessibility of the FlexProtect call center law enforcement agencies, public service answering points ("PSAP"), or other emergency personnel, (d) failure to comply with any and all laws (whether statutory, under common law or otherwise), rules or regulations, (e) installation of the Device, (f) acts or omissions causing FlexProtect's refusal to provide service for any reason and/or causing FlexProtect to interrupt the functionality of the Device or Services. Certain of the above limitations may not apply in some states. To the extent that any such limitations are precluded in a given state, such preclusion will not affect any other limitations not so prohibited or precluded. NOTWITHSTANDING ANYTHING ELSE SET FORTH IN THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE DEVICES AND SERVICES IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE DEVICES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND FLEXPROTECT EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE DEVICES AND SERVICES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, FLEXPROTECT DOES NOT WARRANT SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR

TIMELINESS OF ANY DATA OR MATERIAL OF ANY KIND CONTAINED WITHIN THE DEVICES OR SERVICES FOR ANY PURPOSE. FLEXPROTECT MAKES NO REPRESENTATIONS THAT THE SERVICES WILL BE FREE FROM LOSS, INTERRUPTION, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND FLEXPROTECT DISCLAIMS ANY LIABILITY RELATING THERETO. FLEXPROTECT DOES NOT PROVIDE ANY WARRANTY AS TO THE AVAILABILITY OF THE SERVICES INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, WIRELESS TELEPHONE NETWORKS, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLEXPROTECT IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS OR FAILURES IN THE TRANSMISSION OF DATA, ANY COMPUTER VIRUS, ACTS OR OMISSIONS OF THIRD PARTIES THAT DAMAGE THE NETWORK OR IMPAIR WIRELESS SERVICE, DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911, OR ANY OTHER EMERGENCY SERVICE, OR OTHER DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

15. OTHER PARTY'S LIMITATION: If You purchased Services or the Device through another business or person, or from FlexProtect 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 or Device. 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.
16. FLEXPROTECT IS NOT AN INSURER: FlexProtect is not an insurer and You must obtain from an insurer any insurance You require. The amount You pay to FlexProtect is based upon the Services FlexProtect performs and the limited liability FlexProtect assumes under this Agreement and is unrelated to the value of Your property, any vehicle in which a Device is installed or any property located in any vehicle in which a Device is installed. In the event of any loss or injury to any person or property, You agree to exclusively claim from Your insurer to recover damages. You waive all subrogation and other rights of recovery against FlexProtect that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.
17. INTERRUPTION OF SERVICE; FORCE MAJEURE: FlexProtect shall have no liability for a failure to provide, or for delay in providing Services due directly or indirectly to the limitations of technology set forth in Section 18, or other cause beyond the control of FlexProtect or its Service Providers. If FlexProtect is unable to wholly or partially perform Services because of any cause beyond its control, FlexProtect may terminate this agreement before the Subscription Plan term has expired without any liability to You, other than the refund of any amounts paid for unused Services.
18. LIMITATIONS OF TECHNOLOGY: You accept and agree to the following inherent technical limitations relating to the use of the Device and Services:
 - (A) Services are only available to You in the United States of America and only when the Device is in the operating range of the wireless carrier. Complete coverage of the service area at

all times is improbable. The existence of adverse conditions, including but not limited to short-term unpredictable meteorological effects, wireless capacity limitations, terrain and geographical conditions, other natural or artificial environment conditions beyond FlexProtect's control and sky wave interference from distant stations, can interrupt the Services at times. Certain circumstances such as weather, tunnels, underground structures, terrain, high-rise buildings, enclosed or underground parking or driving areas, faulty initiation, motor ignition and other electrical noises and radio signals from external sources may interfere with the Services. Even though FlexProtect utilizes wireless networks with broad coverage areas to access moving vehicles, there are still areas within the service area that have not yet been included in the wireless coverage areas. Therefore, if a vehicle travels out of the available service area, that vehicle is unavailable until it returns to the available service area. Also, from time to time, poor coverage areas occur even in fully developed areas, thereby limiting system performance. Other wireless network environmental issues may affect the communications link between developed areas, thereby limiting system performance. Other wireless network environmental issues may affect the communications link between the Device and the central computing systems. Environmental issues may include: service interruptions, network congestion, roaming, and similar access issues.

(B) The Global Positioning System ("GPS") is a satellite-based positioning system providing expansive coverage throughout the world. The GPS antenna must have a direct line of sight to the satellites. If said path is impaired (e.g., due to underground parking lots or the shadow of tall buildings), it can affect the ability of the Services to recognize an accurate location.

(C) Limitations in the electrical design or condition of the Device.

(D) If the Device is tampered with or disconnected from a power source, or if there is no power supply, the functionality of the Device and Services will be jeopardized. If the Device is completely removed, or if the Device is removed and re-installed by a non FlexProtect approved installer, the functionality of the Device and Services will be jeopardized.

(E) The Device and Services have many complex elements and are not guaranteed against eavesdroppers, hackers, denial of service attacks, viruses or interceptors. You acknowledge and agree and undertake to inform any users of the Device and Services, that FlexProtect and any of its Service Providers shall not be liable for any lack of privacy or security resulting from use of FlexProtect Devices or Services. In addition, to the extent You have privacy right in the location, characteristics, performance or operation of a vehicle equipped with a Device; You agree to voluntarily waive such right.

(F) Devices and Services on cellular technology may become obsolete in the future as a result of changes in wireless technology or actions by telecom regulators with respect to cellular technology in mapping applications. In such event, FlexProtect shall have no obligation to issue a refund or refund substitute equipment or services. In addition, FlexProtect assumes no responsibility for the accuracy or inaccuracy of any maps upon which the Service is based.

(G) You recognize that unusual concentrations of usage may occur in certain locations. FlexProtect shall incur no liability to provide adequate Services hereunder arising from or related to a lack of network capacity on the equipment, which result from the aforesaid usage concentration, and nothing herein shall require FlexProtect to expend effort to insure capacity for Your use of the Services.

(H) FlexProtect ability to combat illegal or fraudulent usage may be limited; or there may be other legitimate business or operational reasons that cause technical limitations relating to the use of the Device, and Services.

(I) You understand that FlexProtect's mobile applications are not available on every mobile device type and every version of the mobile operating system. You understand that web applications may not function fully on all browsers and all versions of browsers. It is Your sole responsibility to provide compatible hardware and software to operate FlexProtect's mobile and web applications.

19. **USE OF APPLICATIONS, SOFTWARE AND WEBSITES:** You acknowledge and agree that the User Data and Services are accessed by You through certain FlexProtect website or mobile applications in effect from time to time. You acknowledge and agree that, because the Services are provided using such websites and mobile applications, it is necessary for You to have computer equipment, a mobile device and an internet connection that meets minimum specifications published by FlexProtect, and You acknowledge and agree to periodically update Your computer equipment, mobile device and or internet connection to meet such minimum specifications. You acknowledge that You will not use or attempt to use the Device and/or Services for any purpose that is any way unlawful or prohibited; that interferes with FlexProtect's Services; that attempts to gain unauthorized access to or impairs FlexProtect's Services; or that transmits any unauthorized or unsolicited email or text messages. You agree that You will only access or use information related specifically to You in accordance with the Device and Services You purchase, and not for any illegal purposes.
20. **ASSUMPTION OF RISK:** You agree that You will access the Device and Services at Your own risk. **YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE DEVICE, SERVICES, AND THE INTERNET GENERALLY.** You understand that FlexProtect cannot and does not ensure continuous access to the Device and Services. Access may be interrupted due to technical limitations, such as heavy use and server malfunctions, or other circumstances such as maintenance. Your access to and use of the Device and Services may be interrupted if Your rights in and to the Device or Services are lost for any reason. You will notify FlexProtect when You plan to sell or dispose of the vehicle containing the Device. FlexProtect reserves the right to modify the Services at any time without Your consent. **YOU UNDERSTAND AND AGREE THAT FlexProtect WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES RESULTING FROM, OR IN ANY WAY CONNECTED TO, YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON THE DEVICE OR SERVICES OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES OBTAINED OR ACCESSED THROUGH THE DEVICE OR SERVICES. FOR THOSE JURISDICTIONS THAT EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS, THIS LIMITATION WILL BE CONSTRUED TO PERMIT THE MAXIMUM EXCLUSION OR LIMITATION PERMITTED BY APPLICABLE LAW.**
21. **TERM AND TERMINATION:** This Agreement and Services may be terminated by FlexProtect at any time upon the occurrence of: (a) Your default under or failure to perform as required by this Agreement; (b) Your default in payment of any monies due directly to FlexProtect; (c) **THE DEFAULT IN PAYMENT OF ANY MONIES DUE TO FLEXPROTECT FROM A THIRD PARTY BUSINESS OR PERSON FROM WHOM YOU PURCHASED A DEVICE OR SERVICES;** (d) destruction of or substantial damage to the Device so as to make it impractical for

FlexProtect to continue to provide Services; (e) failure or unavailability of the GPS system or the wireless network for the transmission of signals or data in accordance with FlexProtect's expectations; (f) Your failure to follow the operating instructions for the Device or Services; (g) any illegal or fraudulent use of the Device or Services; (h) Your failure to follow any recommendations FlexProtect may make for the repair or replacement of a defective part of a Device; (i) if a vehicle with the Device installed is so modified or altered as to render continuation of any Services unusable; (j) in the event any governmental regulations or limitations necessitate the discontinuance of the Device or Services as determined by FlexProtect in its sole discretion; (k) change in vehicle ownership where the new owner has not agreed to and/or signed this Agreement; (l) Your vehicle containing the Device has been repossessed, transferred or otherwise taken out of Your custody or control; (m) expiration of the Subscription Plan. In the event this Agreement or the Services are terminated by FlexProtect under this provision, FlexProtect shall not be liable for any damages or subject to any penalty as a result of such termination. In addition, FlexProtect shall also have the option to discontinue the Services to the Device until the event resulting in such discontinuance is cured by You or otherwise remedied in FlexProtect's sole and absolute opinion, and You shall remain liable for any and all charges applicable to the Device and Services for such period of discontinuance (other than discontinuances which are not the result of any act or omission by You). This Agreement and the Services may also be terminated at the option of FlexProtect at any time with thirty (30) days written notice to You, and in such event FlexProtect will refund any amounts paid for unused Service. In the event of termination or expiration for any reason (a) Your license to the Services will cease immediately; (b) Your access to the Device, Service and call center to report a stolen vehicle will cease immediately; and (c) Your access to vehicle location information will cease immediately.

22. **MEDIATION/ARBITRATION:** In the event of any dispute under this Agreement, the parties hereto desire to avoid litigation. Accordingly, the claimant will give notice of the dispute to the other party and both parties will attempt to settle the dispute during the thirty (30) day period following such notice. If such dispute remains unsettled, 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, the parties agree such dispute will be submitted to final and binding arbitration by, and 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. Any mediation or arbitration conducted hereunder will be conducted in Northern Virginia. The parties hereto shall equally share the costs of mediation/arbitration (including the mediator's/arbitrator's fees and expenses and costs directly related to the conduct of the mediation/arbitration, 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 (the "Non-Participating Party") after receipt of notice thereof from the other party (the "Participating Party"), then each party hereto agrees that the Participating Party shall have the right to proceed immediately to arbitration and that the Participating 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. 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 each party's 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.

23. **GOVERNING LAW/JURY TRIAL WAIVER/CLASS ACTION WAIVER:** 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 22 hereof. Notwithstanding the foregoing, in the event a court refuses to enforce the provisions contained in Section 22 for any dispute or, in the event a court is asked to decide a dispute concerning the provisions contained in Section 22, the parties expressly agree that jurisdiction and venue for any actions under or pursuant to this Agreement shall be solely in any state court or the Federal District Court in Northern Virginia. Your signature (through electronic acceptance) of this Agreement constitutes Your acknowledgment that You will submit Yourself to the personal jurisdiction of the courts with jurisdiction within Northern Virginia. **FLEXPROTECT SHALL ALSO HAVE THE SOLE AND ABSOLUTE RIGHT IN ITS DISCRETION TO CAUSE ANY CLAIM TO BE DETERMINED BY A JUDGE AND NOT BY A JURY, AND IN SUCH EVENT, YOU AGREE TO WAIVE YOUR RIGHTS TO A JURY TRIAL. YOU HEREBY WAIVE YOUR RIGHTS TO BRING ANY CLAIM AS PART OF A GROUP OR CLASS OF PLAINTIFFS OR COMPLAINANTS, SUCH AS ANY ACTION OR PROCEEDING IN WHICH YOU ARE NOT THE SOLE PLAINTIFF OR COMPLAINANT. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR DEVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES, OTHERWISE SUCH CLAIM IS PERMANENTLY BARRED.**
24. **WAIVER:** No party will be deemed to have waived any provision hereof unless such waiver is in writing by a duly authorized representative of the waiving party. No waiver by either party of any provision hereof will constitute a waiver of such provision on any other occasion.
25. **ASSIGNMENT:** This Agreement is not assignable by You except upon the prior written consent of FlexProtect. FlexProtect 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, FlexProtect shall be released from all liability hereunder.

26. SEVERABILITY: The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof will not affect the validity or enforceability of the remainder of such provision, term, or condition or of any other provision, term, or condition.
27. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between You and FlexProtect regarding any terms and conditions of use of the Device and Services, and supersedes all previous proposals, oral or written, and all other communications between the parties relating to such use.

BY YOUR SIGNATURE ON OR ELECTRONIC ACCEPTANCE OF THIS AGREEMENT, YOU ARE REPRESENTING TO FLEXPROTECT 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, INCLUDING THE ARBITRATION PROVISION UNDER SECTION 22.