

SPARTAN AUTOMOTIVE GROUP EQUIPMENT SALE AND SERVICE PROVIDER AGREEMENT

Terms and Conditions

PLEASE READ THIS POLICY COMPLETELY. IT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU, THE CUSTOMER, AND SPARTAN AUTOMOTIVE GROUP ("SPARTAN"). BY USING SPARTAN'S EQUIPMENT AND SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND PROVISIONS OF THIS AGREEMENT.

1. Spartan Automotive Group Equipment. The Customer has purchased GPS wireless communications tracking equipment, accessories, and all instructional documentation supplied with the equipment or available on the Spartan Automotive Group website (collectively, the "Equipment") and agrees to accept the terms and conditions set forth below. The purchase price shall be nonrefundable, except as provided herein. By purchasing the equipment, you certify that you are over 18 years of age and that you have the authority to legally bind your company to this Agreement.

2. Registration of Equipment with Spartan Automotive Group. In order to access, install, and use the Spartan Automotive Group Application Software and/or Services, Customer must register the Equipment with Spartan Automotive Group on its website.

3. Installation of Equipment. The Equipment shall be delivered to the Customer at the point of purchase or dropped-shipped to the Customer. Spartan Automotive Group may utilize third-party companies to ship the purchased Equipment. Once the Equipment is in the possession of the third-party, Spartan Automotive Group is no longer liable for damages to the item(s) being shipped. The customer has a duty to inspect the Equipment upon receipt and promptly notify Spartan of any damages or defects in the Equipment. Customer accepts full and exclusive responsibility for proper installation of the Equipment. Spartan Automotive Group 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 SPARTAN AUTOMOTIVE GROUP 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, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION OF THE EQUIPMENT.

4. Equipment Limited Warranty. Spartan Automotive Group warrants that the Equipment shall be free from defects in materials and workmanship and will substantially conform to Spartan Automotive Group's 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 SPARTAN AUTOMOTIVE GROUP AUTHORIZED SERVICE FACILITY. The warranty set forth in this paragraph shall not apply to the Spartan Automotive Group Application Software. Modifications or adjustments to the Equipment, which are not expressly approved by Spartan Automotive Group, may void Customer's right or authority to operate the Equipment and any warranty coverage provided hereunder.

5. Spartan Automotive Group Application Service.

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

(b) The Spartan Automotive Group Application Service consists of a hosted web enabled application, data access and storage, carrier interface(s), and email interface. Customer is responsible for obtaining and maintaining all computer equipment, Equipment, software and communications equipment needed or necessary to access the Spartan Automotive Group 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 Spartan Automotive Group Application Service.

(c) Upon execution of this Agreement, Spartan Automotive Group will provide Customer with login access to the Spartan Automotive Group Application Service for the term of the Agreement.

(d) Spartan Automotive Group is not responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available on its website and applications, and shall not be responsible or liable for any errors or omissions in that information.

6. Software License. Subject to the provisions of this Agreement, Spartan Automotive Group hereby grants to Customer a personal, non-exclusive, non-sublicensable, non-transferable, revocable license (the "License") to use the Spartan Automotive Group 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 Spartan Automotive Group Application Software by means of the Spartan Automotive Group Site. Modifications or adjustments to the Software, which are not expressly approved by Spartan Automotive Group, 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 Spartan Automotive Group Application Software or any component thereof, including the Equipment; or (b) copy, reproduce, modify, translate or create derivative works of, the Spartan Automotive Group Application Service, Spartan Automotive Group Application Software or any component thereof including the Equipment other than as expressly agreed to in this Agreement.

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

8. Warranty Remedies. Spartan Automotive Group's sole liability and Customer's exclusive remedy under the Equipment and Software Limited Warranties set forth above shall be, at Spartan Automotive Group'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 Spartan Automotive Group in accordance with Spartan Automotive Group's standard return procedures. Spartan Automotive Group 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 Spartan Automotive Group Authorized Service Facility and, if the warranty claim is valid, Spartan Automotive Group 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 Spartan Automotive Group. 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 Spartan Automotive Group 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 Spartan Automotive Group; (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 Spartan Automotive Group; (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 Spartan Automotive Group; (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 Spartan Automotive Group 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 Spartan Automotive Group Application Service by means of the browser that is recommended by Spartan Automotive Group and using equipment obtained by Customer as further described in this Agreement. To open an account for usage of the Spartan Automotive Group Application Service, Customer must complete the registration process, which will include a temporary password and username. Customer may then choose its own password and account name. Customer shall access the Spartan Automotive Group Application Service through the Spartan Automotive Group 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. Spartan Automotive Group will not be responsible for the use or misuse of any User Access Code. Customer is entirely responsible for: (i) maintaining confidentiality regarding its password and account information, and (ii) any and all activities that occur under Customer's account. Spartan Automotive Group 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. Spartan Automotive Group shall provide online support services ("Support Services") to Customers through its Help Desk support program during such times as indicated on the Spartan Automotive Group Site. The Help Desk support program allows Customer to access Support Services by calling its toll-free telephone number 1.877.787.3131 or emailing customercare@Spartangrp.com. Spartan Automotive Group 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 Spartan Automotive Group Application Software.

12. Fees. In addition to the payment of the purchase price for the Equipment, Customer shall be required to pay Spartan Automotive Group fees for continued access to the Spartan Automotive Group 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. Spartan Automotive Group 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. If Customer purchased Equipment or Services as part of a bundled offering with one or more other products and is receiving a discount based upon that bundled offering, the discount may cease and standard monthly billing may be applied if one or more of the bundled services is disconnected.

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 Spartan Automotive Group 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 Spartan Automotive Group. Any amounts received by Spartan Automotive Group while late payment charges are outstanding will be applied first to interest owing. Spartan Automotive Group may require Customer to make deposits or advance payments for Services, which may be used to satisfy the initial bill for such Services, to offset against any unpaid balance on Customer's account, or as otherwise set forth in this agreement or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. Spartan Automotive Group may require additional advance payments or deposits if it is determined that the initial payment was inadequate. In the event of a failed or returned payment, Spartan Automotive Group may charge a \$35.00 returned payment fee.

14. Taxes. Prices set out herein are exclusive of all taxes and Customer shall pay (and Spartan Automotive Group 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 Spartan Automotive Group. Customer will pay when due or upon Spartan Automotive Group's 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 Spartan Automotive Group from and against any and all liability or damages, including late charges and interest which Spartan Automotive Group may incur by reason of the assessment of Taxes.

15. Ownership of Intellectual Property. Customer acknowledges and agrees that Spartan Automotive Group 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, Spartan Automotive Group Application Software, Documentation and the Spartan Automotive Group Site (collectively, the "Spartan Automotive Group Materials") and all copies thereof, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Spartan Automotive Group 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 Spartan Automotive Group's ownership in the Spartan Automotive Group Materials or any of its intellectual property rights therein.

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

17. Limited Warranty Regarding Service. Spartan Automotive Group warrants that the Service will substantially conform to the related Documentation. Customer's sole and exclusive remedies and Spartan Automotive Group's entire obligations to Customer, any User or any other Person hereunder for any breach of this warranty or the failure of Spartan Automotive Group to provide the Service as required herein (a "Deficiency"), shall be, at Spartan Automotive Group's election, for Spartan Automotive Group to (a) provide the Services that are the subject of the Deficiency, or (b) refund to Customer the fees paid to Spartan Automotive Group 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. Spartan Automotive Group 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 SPARTAN AUTOMOTIVE GROUP'S 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 SPARTAN AUTOMOTIVE GROUP, 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 NONINFRINGEMENT. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SPARTAN AUTOMOTIVE GROUP ARISING OUT OF, OR IN CONNECTION WITH, ANY EQUIPMENT, SOFTWARE, SERVICES OR PROPRIETARY INFORMATION. SPARTAN AUTOMOTIVE GROUP IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES OR THE AVAILABILITY OF GPS SATELLITE SIGNALS. UNDER NO CIRCUMSTANCES SHALL SPARTAN AUTOMOTIVE GROUP 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) SPARTAN AUTOMOTIVE GROUP 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. SPARTAN AUTOMOTIVE GROUP 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 SPARTAN AUTOMOTIVE GROUP OR (5) PERFORMANCE IMPAIRMENTS CAUSED ON THE INTERNET.

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

19. Limitation of Liability.

(a) FOR ANY BREACH OR DEFAULT BY SPARTAN AUTOMOTIVE GROUP 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, SPARTAN AUTOMOTIVE GROUP'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF THE FOLLOWING: (i) THE FEES PAID TO SPARTAN AUTOMOTIVE GROUP 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 SPARTAN AUTOMOTIVE GROUP 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 SPARTAN AUTOMOTIVE GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

(c) SPARTAN AUTOMOTIVE GROUP 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) SPARTAN AUTOMOTIVE GROUP 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) IN NO EVENT WILL SPARTAN AUTOMOTIVE GROUP BE LIABLE FOR DAMAGES CAUSED BY SERVICE INTERRUPTIONS BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO THE FAILURE OF THIRD-PARTY SERVICES OR WIRELESS CARRIERS. (g) 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 Spartan Automotive Group) more than one year after the cause of action has arisen. (h) Customer agrees to indemnify and hold Spartan Automotive Group, 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. (i) This section 19, Limitation on Liability, shall survive indefinitely regardless of the date of termination of this Agreement.

20. Term of Agreement. This Agreement and the License granted herein shall continue during the applicable Service period chosen by Customer as indicated 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 Spartan Automotive Group 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 Spartan Automotive Group may require; and/or (ii) terminate this Agreement; (b) This agreement may be terminated or Service suspended by Spartan Automotive Group (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's assets are liquidated or dissolved, or (v) immediately, without notice or liability to Spartan Automotive Group, 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) Spartan Automotive Group shall be entitled to immediately cease providing the Services. (b) Spartan Automotive Group shall be entitled to immediately terminate Customer's access to the Spartan Automotive Group Application Service. (c) Customer shall immediately pay to Spartan Automotive Group 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, Spartan Automotive Group 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. (e) If this Agreement is terminated by Spartan Automotive Group 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 Spartan Automotive Group. (f) Except as specifically provided in Section 23(d) above, Spartan Automotive Group shall have no obligation to refund any amounts to Customer. (h) The License granted under Section 6 will automatically terminate.

24. Returns. If the Customer wishes to return a product, the product must be in its original condition. The Customer should call Spartan Automotive Group prior to returning the products and receive an authorization. Customers are responsible for shipping costs for the return. Spartan Automotive Group will not accept the return of discontinued merchandise. No returns will be accepted after sixty (60) days from the date the Spartan Equipment was shipped.

25. 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.

26. 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 Spartan Automotive Group is not the underlying wireless carrier and that Spartan Automotive Group may contract with various wireless carriers from time to time to provide such wireless service. UNDER NO CIRCUMSTANCES SHALL SPARTAN AUTOMOTIVE GROUP 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 SPARTAN AUTOMOTIVE GROUP 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.

27. Customer's Use. The Customer agrees that it will not use Spartan Automotive Group technology for any illegal purpose. Customer further agrees that it will comply with all local, state, federal and national laws, statutes, ordinances, and regulations that apply to its use of the services. Customer's use of Spartan Automotive Group's

equipment may be subject to other laws. Spartan Automotive Group does not warrant or guarantee that its products and services are compliant with the laws, regulations, and ordinances of Customer's state.

28. Customer Disclosure Duties and Responsibilities

Customer, in its contract or agreements with Consumers, will disclose the following provisions:

A). Consumer has no contractual relationship with Spartan and is not a third-party beneficiary of any agreement between Customer and Spartan. Consumer shall understand and agree that Spartan shall have no legal, equitable, or other liability of any kind to Consumer. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Consumer's exclusive remedy for claims arising in any way in connection with this agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to payment of damages in an amount not to exceed the amount paid by Customer for the Spartan services during the two (2)-month period preceding the date the claim arose.

B). Consumer shall indemnify and hold harmless Spartan and the underlying wireless carrier and their respective officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this agreement or the use, failure to use, or inability to use the product except where the claims result from Spartan or the underlying carrier's gross negligence or willful misconduct. This indemnity shall survive the termination of the agreement. C). Consumer understands that Spartan and the underlying carrier cannot guaranty the security of wireless transmissions and will not be liable for any lack of security relating to the use of wireless services.

29. Use of Disclosure Forms

Customer agrees to comply with all applicable Federal, State, and local laws and ordinances regarding the devices, including but not limited to the appropriate disclosure of the devices to Consumer prior to sale of a vehicle. Customer's failure to properly disclose the presence, performance, and purpose of the Device to Consumer is a Material Breach of this Agreement. In the event Customer fails to disclose a device and/or obtain Consumer's written acknowledgement of this disclosure, Customer thereby agrees that Spartan has the right to temporarily or permanently disable the device at its sole discretion and without penalty of any kind and to interrupt or cancel Customer's access to the Spartan tracking website function, in addition to any other rights and remedies Spartan may have at law or in equity.

30. Transfer of Ownership of Vehicle.

In the event Customer fails to notify Spartan after transfer of ownership from Customer to any third party (e.g. Customer sells a vehicle with an active device but fails to disclose it to consumer), Spartan shall have the right to terminate the device. In the event a Vehicle containing a Device is sold by Consumer (by any method including but not limited to sale to another consumer, sale/trade-in to a dealer, or transfer to an insurer or third party following vehicle's being damaged), Customer MUST disable the device or notify Spartan within hours of receiving notice of the transfer to enable SPARTAN to disable the Device permanently.

31. Miscellaneous.

(a) Notice. Spartan Automotive Group may give notice by means of a general notice through the Service, electronic mail to Customer's e-mail address on record in Spartan Automotive Group's account information, or by written communication sent by first class mail to Customer's address on record in Spartan Automotive Group's account information. Customer may give notice to Spartan Automotive Group at any time by any of the following: electronic mail to customer@spartangrp.com; letter sent electronically to Spartan Automotive Group Customer Care;

(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 Spartan Automotive Group Application Service or the Spartan Automotive Group Materials other than the limited right to use the Service under the terms and conditions of this Agreement. All such rights shall remain in Spartan Automotive Group.

(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 Spartan Automotive Group's prior written consent, assign or transfer this Agreement or any of its rights or obligations under this Agreement to any Person. Spartan Automotive Group may assign this Agreement to any Person without the consent of Customer. Spartan Automotive Group may delegate to Affiliates of Spartan Automotive Group and to agents, suppliers and contractors of Spartan Automotive Group any of the obligations herein imposed upon Spartan Automotive Group and Spartan Automotive Group 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) Resale. Customer agrees not to resell Spartan Automotive Group Equipment without the express written consent of Spartan Automotive Group. Customer shall not resell Spartan Automotive Group Equipment to other Customers, nor shall Customer purchase units from any entity other than Spartan Automotive Group, including other Customers. If Customer purchases Equipment from, or sells Equipment to, other customers without written prior consent of Spartan Automotive Group, said Equipment shall not be serviced by Spartan Automotive Group, shall not have renewal/activation codes issued for it and shall not be warranted in any way. (g) Waiver and Amendment. Spartan Automotive Group 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 or breach of this Agreement or affect in any way any rights arising by virtue of any prior or subsequent occurrence. (h) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas 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 Texas. 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. (i) 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 Spartan Automotive Group, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. (j) 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. The Customer may also be subject to additional terms and conditions which may apply when using affiliate services, third-party software or content, or additional services. (k) Construction. This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation or drafting. The headers of this Agreement are for informational and organizational purposes only and should not be considered in interpreting the provisions of each respective section.

Spartan is a privacy conscious global organization and is strongly committed to your right to privacy. This Privacy Statement describes how Spartan collects, uses, and discloses personal data on this Web site and Mobile App. By submitting personal data, a visitor to our Web site and Mobile App. is agreeing to Spartan's use of such data as described in this privacy statement. Should you have any questions about this policy or our practices, please send an email to your Spartan Customer Service Representative or write to us at: Spartan Automotive Group, Attention: Legal Department, 836 Bentwater Parkway, Cedar Hill, Texas 75104, 877-787-3131

What Personal Information We Collect:

Spartan collects your personal information online when you voluntarily provide it to us. When you sign up for Spartan's services, you may provide information such as your name, company information, date of birth, email address(es), home or business address(es), financial information, as well as your resume if applying for an employment opportunity within Spartan. When you submit registration information and/or your resume, your information and your resume are hosted on our internal servers. If you apply for a job or elect to register with Spartan at this Web site, Spartan will be able to view your information and your resume, but no one else will be able to view them ("Spartan Resume Activation"). Spartan requests your personal information at these collection points and maintains the information on their server which will be accessed by Spartan only and no other third parties. Spartan believes that managing your career is a life-long process, and even after your information has been entered into the Spartan resume database, Spartan retains indefinitely all the information gathered about you in an effort to make your repeat use with Spartan more efficient, practical and relevant. We use the information we gather on the Spartan Web site for the purpose of fostering a positive user experience, delivering the services that we offer and, ultimately, to create sales opportunities. We may use your contact information that you provide in the online registration forms to contact you via telephone, e-mail, direct mail or other communications regarding profile fits, updates at the Spartan site, such as new Spartan opportunities and services which may be of interest to you, or for telemarketing purposes. We also use your information to respond to questions about our services, billing, payment methods, or use of our website and to process or collect payments for our services. Should you decide that you would no longer like to be contacted by Spartan, please notify Spartan and our best efforts will be used to remove you from our contact list. If you do not wish to receive future e-mails from Spartan, please reply to the Spartan e-mail solicitation by including "Unsubscribe" in the subject line. Accordingly, you should not receive similar e-mail solicitations from Spartan in the future. Spartan also retains any messages sent through the website or mobile app. When sending such messages to Spartan, information such as browser location, phone number, time and date of message, and other identifying markers may be captured. Disclosure of your Information to Others Spartan uses your information internally, with other Spartan-owned subsidiaries and affiliates, but does not disclose your personal information to third parties, except as set forth in the following subparagraphs.

1) We may disclose such information if legally required to do so, if requested to do so by a governmental entity or if we believe in good faith that such action is necessary to: (a) conform to legal requirements or comply with legal process; (b) protect the rights or property of Spartan or its affiliated companies; (c) prevent a crime or protect national security; or (d) protect the personal safety of users or the public.

2) We may disclose and transfer such information to a third party who acquires all or a substantial portion of Spartan's business, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of our assets.

3) We may disclose any and all information to a third party if you have authorized such disclosure.

4) We may also share aggregate, non-personal information about website usage with unaffiliated third parties. This aggregate information does not contain any personal information about our users.

5) Where appropriate, Spartan may pass data to an authorized Spartan international distributor who provides Spartan services in Customer's local country, or to a Spartan domestic distributor and/or Affiliate whose software, data, and services provide solutions to meet Customer needs. Spartan Affiliates and/or distributors are also committed to protecting personally identifiable information as described in their privacy statements/policies. Passive Information Collection Like many commercial sites, Spartan may use a standard technology called "cookies" to help personalize and maximize your online experience and time online. Cookies were designed to help a website operator determine that a particular user had visited the site previously and thus save and remember any preferences that may have been set. This information allows us to statistically monitor how many people are using our site and for what purpose. We may also make use of "persistent or memory based" cookies, which remain on your computer's hard drive until you delete them. Examples include our use of these cookies to pre-populate forms you complete on our website based on information you have previously provided to us, enable interest-based advertising and collect information about your web browsing history. Although you have the ability to modify your browser to either accept all cookies, notify you when a cookie is sent, or reject all cookies, it may not be possible to utilize our services if you reject cookies. Spartan uses log files on JavaScript TM to collect domain information, referral information, browser information, pages visited, content viewed, files downloaded, and time spent per page. This information is then forwarded to our outside vendor for analysis. Spartan combines your personally identifiable information with passively collected information. Spartan also uses analytical services to collect and analyze statistical data about visitors to our website. We also use advertising services and remarketing functions, and may use other similar services, to arrange for you to see Spartan advertisements when you visit certain third-party websites. The analytic and advertising services do not collect personally identifiable information. Security Spartan has implemented technical and organizational measures designed to secure your personal information, including firewalls, Intrusion Detection Systems, secured servers and database security, from accidental loss and from unauthorized access, use, alteration or disclosure. We continually update our network to protect the confidentiality of our data. Due to constantly changing environments; however, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. This is especially true for information you transmit to us via email since we have no way of protecting that information until it reaches us since email does not have the security features that are built into our websites. We review our security arrangements from time to time as we deem appropriate. You can protect your information by choosing a unique password and not divulging that password to anyone. We will never ask you for your password in an unsolicited phone call or in an unsolicited email. Also remember to sign out of the Spartan website and close your browser window when you are not using our services. This is to ensure that others cannot access your personal information and correspondence if others have access to your computer.

Changes to Privacy Statement If Spartan decides to change its Privacy Statement, we will post those changes here so that you will always know what information we gather, how we might use that information, and to whom we will disclose it. We welcome your comments concerning this Privacy Statement. If at any time you have questions or concerns about Spartan's Privacy Statement, or you believe that we have not adhered to this Statement, please contact us by e-mail at service@spartangrp.com, or call us at 1-877-787-3131 and speak to one of our representatives. We will use commercially reasonable efforts to promptly determine and remedy the problem. Third Parties While browsing the Spartan website, Customer may be able to access the Web sites of third parties through a hyperlink. Spartan assumes no responsibility for the privacy practices at such third-party Web sites and suggests Customer review the privacy statements/policies on such Web sites before sharing personally identifiable data. Wireless Privacy The wireless service provider's network is complex and is not guaranteed against eavesdroppers, hackers, denial of service attacks, viruses, or interceptors. Customer agrees that Spartan shall not be liable to Customer or to Consumers for any lack of privacy or security with respect to threats of this nature.