



## TERMS AND CONDITIONS

These End User Terms and Conditions ("Agreement") are entered into between the member ("Subscriber") and Guidepoint Systems ("Guidepoint"), a division of GPSi, LLC, for the provision of Guidepoint Service(s) ("Service"), including Stolen Vehicle Locator (Recovery Service) ("Guidepoint SVL"), Guidepoint Early Theft Alert Service, ("Guidepoint ETA") or a Guidepoint Service Plan ("GPS Service Plan" or "Service"). This Agreement applies exclusively to consumer services.

**1. Service.** Subscriber may purchase Service from Guidepoint or its agent. In addition to the Services, Guidepoint may make available information about offers for additional services for purchase through third parties, including without limitation, warranties in the event of a vehicle theft in conjunction with the use of a Guidepoint system (each, a "Non-Guidepoint Service"). Subscriber acknowledges and agrees that any Non-Guidepoint Service is subject to separate terms and conditions and administered exclusively by a third party that is neither owned nor controlled by Guidepoint. Subscriber further acknowledges and agrees that under no circumstances will Guidepoint have any liability to Subscriber for any Non-Guidepoint Service.

**2. Availability.** The Guidepoint Service is available to the Subscriber for the Subscriber's Guidepoint System Service Plan: (a) only within the 48 contiguous United States, Alaska, Hawaii, Canada, and Mexico, and (b) where the Guidepoint hardware is installed by an authorized dealer or an authorized installer. Please note that the Service is also limited by the electrical system design and architecture of your vehicle. The Guidepoint System will not function if the battery of the vehicle is discharged or disconnected, and it may be inoperative if the vehicle is in an accident where the Guidepoint System or the vehicle electrical system components are damaged. Global Positioning capabilities used to deliver Service will not be available if satellite signals are obstructed (e.g. underground parking, driving through tunnels, inclement weather, or between tall buildings where signal to a satellite is obstructed). Subscriber acknowledges and agrees that some emergency services may be provided by existing governmental emergency services providers. Subscriber acknowledges and agrees that Guidepoint is not responsible for failures involving third party service providers. Guidepoint will use reasonable efforts to contact the appropriate emergency services provider and request assistance but cannot promise that they will respond to the call in a timely manner or at all.

**3. Activation and Use of Service.** Orders for activation, reactivation, changes, transfers or termination of service will be accepted by Guidepoint only from the Subscriber or Subscriber's authorized agent (referred to hereinafter as "Authorized User"). In order for Subscriber to utilize the full capability of the hardware, Subscriber must subscribe to the Guidepoint Service and functional Guidepoint hardware. Subscriber is responsible for ensuring that the Vehicle and Guidepoint hardware are properly maintained. Subscriber agrees that Services can be used only by Subscriber or Subscriber's Authorized User and only in relation to the vehicle that is equipped with the Guidepoint system. Subscriber must provide the name of its Authorized User(s) at the time of activation or through other direct contact with the Company. Guidepoint, at its discretion, may limit the number of Authorized Users allowed for Subscriber account; however, additional Authorized Users may be purchased by Subscriber. Additionally, Subscriber agrees not to use the Service for any unlawful or abusive purpose or in such a way as to create or risk damage to Guidepoint's business, reputation, employees, facilities, third parties or to the public generally, including, without limitation, to collect location data or vehicle usage data for third parties. In the event that Subscriber violates the foregoing sentence, as determined in Guidepoint's sole discretion, Subscriber acknowledges and agrees that Guidepoint may terminate Service with prejudice to any remedies that Guidepoint may have under this Agreement or applicable law.

**4. Compliance with all Motor Vehicle Laws.** Subscriber agrees to comply with and adhere to all traffic laws, rules, and regulations under applicable law in connection with the use of the Guidepoint hardware and Services. Further, Subscriber warrants that Subscriber will not use the Guidepoint hardware or Services in any manner that violates any such laws or regulations applicable to Subscriber.

**5. Transferability of Service.** Guidepoint hardware and Services may be transferred between vehicles with authorization from Guidepoint and then, only if the following conditions are met: (i) Subscriber agrees to have the Guidepoint hardware removed from its original vehicle and reinstalled in another vehicle by an authorized Guidepoint dealer or installer at Subscriber's sole cost and expense; (ii) Subscriber agrees to pay Guidepoint or its designated agent the applicable transfer fee, which may be waived at Guidepoint's discretion. Upon the sale of Subscriber's Guidepoint-equipped vehicle, Subscriber may transfer any remaining term of Guidepoint service to a subsequent purchaser ("Transferee") of Subscriber's Guidepoint-equipped vehicle, provided Subscriber delivers notice to Guidepoint and the subsequent purchaser completes and executes a Guidepoint Service Plan Agreement and agrees to abide by its terms. Service may not otherwise be sold or transferred by Subscriber. Transferee may be charged a transfer fee, required to upgrade to a higher Service Plan, or both, and will not be entitled to a refund if certain Services are not available on the vehicle to which Service is transferred. Subscriber shall not remove or disconnect the Guidepoint hardware from Subscriber's vehicle during service, maintenance, or operation of the vehicle, except that an authorized dealer is permitted to remove Guidepoint hardware only when doing authorized analysis on such device. Subscriber agrees not to tamper with the Guidepoint hardware, which shall include, without limitation, opening up the device, removing parts of the device, such as a SIM card, which shall not be used in any other device, or tampering with the system. Subscriber hereby acknowledges and agrees that unauthorized use of any SIM card in a Guidepoint device may subject Subscriber to prosecution.

**6. Term/Rates/Termination/Declination of Service.**

(a) Subscriber is responsible for all hardware charges, installation fees, and Service fees as set forth in this Agreement or Subscriber's Vehicle Purchase Agreement, as applicable, and Service will commence on the Service Activation or Subscription Date, as such terms are defined under the applicable agreements.

(b) Subscriber agrees that the Standard Term for Guidepoint SVL and Guidepoint ETA services are for the term of Subscriber's ownership of the vehicle that has the Guidepoint hardware installed therein and as long as all other terms and conditions for the Service are met.

(c) Subscriber agrees that the Standard Term for all GPS Service Plans is 12 months, which may be automatically renewed at the end of each term on the same payment terms, unless otherwise modified or terminated in the manner provided in this Agreement. Guidepoint reserves the right to modify the terms of this Agreement, including, but not limited to, the rates, GPS Service Plan features and benefits, special promotions and other such programs with reasonable advanced notice. Unless otherwise provided, charges for a GPS Service Plan are payable in advance and upon the earlier to occur of execution or acceptance of this Agreement.

(d) If Service is declined by Subscriber for any reason, or if this Agreement has expired, is terminated or cancelled, or if Subscriber's account

is past due, Guidepoint is not obligated to provide Service to Subscriber, the vehicle, the vehicle's purchaser or its occupants. Any voluntary provision of Service by Guidepoint in such cases will not be considered a waiver of this provision of such voluntary Service. In the event of a declination of Service, a vehicle owner or a subsequent purchaser is not entitled to any refund from Guidepoint.

(e) Subscriber or Guidepoint may terminate this agreement upon delivery of notice, oral or written, at any time and for any reason to the other party. If Subscriber or Guidepoint terminates Service prior to completion of the fixed term, Subscriber shall be financially responsible to Guidepoint for the amount described in paragraph (i).

(f) Subscriber shall be permitted to return unopened Guidepoint equipment to Guidepoint subject to a 25% restocking fee and Guidepoint's standard shipping and handling charge. Opened or used Guidepoint equipment is not eligible for return. A Subscriber who has purchased a Guidepoint ETA or GPS Service Plan is required to provide Guidepoint with current and up-to-date contact information, including telephone, address and user information, throughout the duration of this Agreement, and at least once annually. Subscriber will be sent a renewal notice during the year and shall respond to such notice and either update or confirm that Subscriber's contact information is accurate. Failure to adhere to this requirement by Subscriber may result in a suspension of the response center and related Services.

(g) A Subscriber who has purchased a Guidepoint ETA or GPS Service Plan is required to contact Guidepoint at least once per month for a system check to ensure Subscriber's system is properly functioning. Guidepoint may waive the monthly system-check requirement for any Subscriber in its sole discretion. Failure to adhere with this requirement may result in the suspension of response center and related Services.

(h) If Subscriber elects to upgrade from Guidepoint SVL or Guidepoint ETA to a GPS Service Plan or selects Service with a duration that is longer than the Standard Term, Subscriber acknowledges that Subscriber may be charged a special lower rate, which may be subject to change as set forth herein, in exchange for Subscriber's agreement to subscribe for a fixed term of longer fixed term than provided under the Standard Term. If Subscriber terminates this Agreement prior to the end of the fixed term or longer fixed term, or Guidepoint terminates service to Subscriber prior to the end of the fixed term or longer fixed term or for nonpayment to other default in Subscriber's obligations, Subscriber agrees to pay Guidepoint (in addition to any other amounts then owing under this or any other Agreement between Subscriber and Guidepoint) a cancellation fee in line with Guidepoint's written credit and refund policy at the time. Such amount shall be paid or retained by Guidepoint in the case of a prepayment as liquidated damages due to the difficulty of determining the actual damages caused by the early termination of this Agreement. **I (SUBSCRIBER) ACKNOWLEDGE THAT THIS CONTRACT CONTAINS A LIQUIDATED DAMAGES PROVISION.** Subscriber's initials \_\_\_\_.

Except as otherwise provided, Guidepoint reserves the right to modify the charges for or scope of services at any time during the term of this Agreement upon 30-days advanced notice to Subscriber. Acceptances by Guidepoint of advance payments by Subscriber shall not be deemed a waiver of Guidepoint's right to modify its charges at any time and shall not relieve Subscriber of its obligation to pay such modified charges. In case of any modification of charges, Subscriber shall have the right to terminate this Agreement without payment of any damages, as noted above, by written notice delivered to Guidepoint within fifteen (15) days after such Subscriber is informed of the proposed modification; provided, however, that upon receipt of Subscriber's election to terminate this Agreement, Guidepoint shall have fifteen (15) days to notify Subscriber of its intent not to modify Subscriber's charges, in which case this Agreement shall remain in full force and effect and binding on Subscriber for the full term at the charges applicable to Subscriber without effect of the proposed modification.

(j). Should Subscriber default in the payment of any sum hereunder, breach any representations herein, fail to perform any of its obligations at the time and in the manner specified in this Agreement or under any other Agreement between Guidepoint and Subscriber, or fail to maintain the Guidepoint hardware without damage or interference with Guidepoint business or call center, or should Subscriber be subject of any proceeding under the Bankruptcy Code or become insolvent, Guidepoint shall have the right to discontinue Service at any time without notice and may terminate this Agreement. In either case, Subscriber shall remain liable for the payment of all charges incurred under this Agreement through the date of termination, which shall be immediately due and payable. Further, Subscriber may be subject to reactivation charges if the Guidepoint Service is subsequently recommenced. These remedies are not exclusive but are in addition to all remedies provided by law in the event of Subscriber's default. Subscriber will reimburse Guidepoint for attorney's fees, costs of investigation or collector and similar expenses incurred by Guidepoint in the enforcement of any right or privilege hereunder.

**7. Renewals, Extensions, Suspensions, Downgrades and Upgrades.** (a). This Agreement shall continue for the Standard Term of the Service selected, unless otherwise mutually agreed to by Subscriber and Guidepoint.

(b). Unless otherwise agreed, Subscriber may upgrade or downgrade to a different Service, renew or extend the term of this Agreement by providing oral or written notice to Guidepoint. Subscriber may downgrade Service during the Standard terms (as defined in paragraphs 5b and 5c) but Subscriber is not entitled to a refund. In the case of frequent changes (more than one every three months), an administrative charge may be assessed. In all such cases, Subscriber consents to Guidepoint charging additional fees to Subscriber's credit card, Subscriber's credit card account on file, bank checking account on file or any other account provided to Guidepoint for payment of fees as set forth herein.

(c). Where Guidepoint SVL, Guidepoint ETA and GPS Service Plan Services are provided, termination of Service by Subscriber is not permitted during the Standard Terms, provided Subscriber complies with all requirements outlined herein. Otherwise, Service may be suspended once during a twelve (12) month period, for a time period not to exceed six (6) months. Subscriber may be charged an administrative fee for suspension of Service. In such cases, Subscriber consents to Guidepoint charging Subscriber's credit card, Subscriber's credit card account on file, bank checking account on file or any other account provided to Guidepoint for payment of fees.

**8. Billing and Payment of Charges.** Subscriber is responsible for payment of all charges for services furnished by emergency or other service providers, including ambulance, medical, hospitalization, police, security or other services. Subscriber is also responsible for payment of all charges for services provided by roadside assistance suppliers, including towing and other assistance, that are over and above those offered in Subscriber's Service at time of request. Subscriber shall be responsible for payment of all charges related to merchandise purchased from Guidepoint or, in the event of cancellation of Service, for promotional merchandise received from Guidepoint or its agent. Subscriber is responsible for cellular telephone charges relating to emergency services provided by Guidepoint on behalf of Subscriber, together with usage charges, if any, for all calls to the Guidepoint center processed with respect to Subscriber's vehicle. Monthly billing or other usage charges for Guidepoint Services selected by Subscriber are calculated from the beginning of the month, with charges prorated (if necessary). If a Subscriber has authorized charges to be made against a credit card account, Guidepoint will charge amounts due to the credit card account prior to the due date. No additional notice to, consent, or authorization of Subscriber shall be required for such charge, except where otherwise required by applicable law for renewals. If Subscriber has not authorized charges to be made to a credit card account, or if charges made to the credit card account are not paid, payment must be received on or before the due date. Subscriber agrees that (a) time is of the essence, (b) in the event of such failure, Subscriber shall pay Guidepoint the greater of (i) the maximum interest rate permissible to charge under applicable law, and (ii) one and one half percent (1.5%) per month of any amount not paid when due; which fee shall be paid for every month the amount is unpaid and shall be prorated on a daily basis for each day that payment is overdue, provided such charges will not

be compounded monthly. Acceptance by Guidepoint of checks or drafts shall not constitute a waiver of Guidepoint's right to payment by legal tender, and acceptance of late or partial payments or payments marked paid in full or similar notations shall not waive any rights of Guidepoint hereunder. Subscriber may, at the option of Guidepoint, be charged a returned check fee of \$30.00 for any check returned for insufficient funds. Inquiries about or objections to charges must be in writing and must be received by Guidepoint from Subscriber no later than the due date; PROVIDED, however, all amounts due Guidepoint, including disputed amounts, must be paid to Guidepoint on or before the due date. Guidepoint will make good faith efforts to resolve disputes in accordance with Guidepoint procedure.

**9. Sales Taxes, etc.** In addition to the costs of Services provided under this Agreement, Subscriber shall pay any applicable sales, use, public utility gross receipts of other taxes, interconnect costs, fees or charges imposed on Guidepoint as a result of the purchase of Guidepoint hardware or providing services to Subscriber. Such taxes will be added to Subscriber's bill when imposed to required by law and any such taxes, fees or charges paid by Guidepoint will be reimbursed by Subscriber.

**10. Warranties; Disclaimer of Warranties.** THE GUIDEPOINT HARDWARE IS COVERED BY THE WARRANTY ATTACHED THERETO. EXCEPT AS PROVIDED IN THIS SECTION 10, GUIDEPOINT, ITS LICENSORS, SERVICE PROVIDERS, SUPPLIERS, AND WIRELESS DATA CARRIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING SERVICES EXCEPT AS SET FORTH BELOW. GUIDEPOINT, ITS LICENSORS, SUPPLIERS, SERVICE PROVIDERS, AND WIRELESS DATA CARRIERS HEREBY EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY IMPLIED BY VIRTUE OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THE SERVICES ARE PROVIDED "AS IS" AND "WHERE IS." SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ANY DATA PROVIDED IN CONNECTION WITH THE SERVICES MAY NOT BE ACCURATE AND THAT SUBSCRIBER'S USE OF ANY DATA PROVIDED IN CONNECTION WITH THE GUIDEPOINT SERVICES IS AT SUBSCRIBER'S OWN RISK.

**11. Theft Protection Guarantee.** Guidepoint's Theft Protection Guarantee ("Guarantee") is intended to compensate the vehicle Subscriber if Guidepoint is unable to locate Subscriber's Guidepoint-equipped vehicle, and it is not recovered by the authorities. This theft protection plan is a guarantee and is not insurance. If Subscriber's Guidepoint-equipped vehicle is stolen within the period of the Guarantee, and Guidepoint cannot provide an accurate vehicle location for recovery purposes within 24 hours of the member providing a police theft report to the Guidepoint Response Center, Guidepoint will pay Subscriber an amount equal to the purchase price paid for the Subscriber's Guidepoint product, up to \$1,000. For purposes of this Guarantee, the price paid does not include any fees for finance, lease, tax or other charges including installation or upgraded service fees. The one-time payment of an amount equal to the purchase price of the Subscriber's Guidepoint product shall be the exclusive remedy available to the Subscriber. The term of this Guarantee is for one year from the date of purchase of the Guidepoint system. While Guidepoint has created this plan as a way of showing appreciation to its Subscribers and demonstrating confidence in our abilities, Guidepoint reserves the right to change, alter, modify, or discontinue all or part of this Guarantee. This Guarantee does not cover losses arising from the theft of items within the automobile or any damages arising from, related to, or incidental or consequence of a vehicle theft.

**12. Indemnification.** Subscriber agrees to fully defend, indemnify, and hold Guidepoint and its licensors, suppliers, authorized dealers, authorized installers, and any wireless data carrier, including their respective officers, directors, members, employees, agents, permitted successors and assigns harmless from and against any and all claims, suits, demands for damages and other proceedings and pay all liabilities, judgments, settlements, orders, fees, costs and expenses (including attorneys' fees and court costs) arising out of or in relation to: (a) Subscriber's use of the Guidepoint Services; (b) Subscriber's breach of the Agreement; (c) any violation of applicable law by Subscriber; AND (d) any expenses, liabilities, or damages arising in connection with use or ownership of the credit card account or the issuer's refusal to pay amounts charged to such credit card account, including Guidepoint's own expenses in connection thereto. The foregoing indemnification obligation shall apply even if Guidepoint's negligence contributed the event giving rise to the claim.

**13. Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATION IN SECTION 12, NEITHER GUIDEPOINT, NOR ITS LICENSORS, SERVICE PROVIDERS OR ANY WIRELESS DATA CARRIER SHALL BE LIABLE TO SUBSCRIBER FOR ANY INTERRUPTION, DELAY, ERROR, UNAVAILABILITY OF, MISTAKE, OR DEFECT IN THE GUIDEPOINT SERVICES OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE INSTALLATION OR MAINTENANCE OF ANY GUIDEPOINT EQUIPMENT BY A GUIDEPOINT AUTHORIZED DEALER OR INSTALLER. MOREOVER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION ANY LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, DAMAGE TO GOODWILL OR REPUTATION, OR ANY OTHER SIMILAR TYPE OF DAMAGES. UNDER NO CIRCUMSTANCES WILL GUIDEPOINT'S OR ANY OF ITS LICENSORS', SUPPLIERS', OR WIRELESS DATA CARRIERS' TOTAL AGGREGATE LIABILITY EXCEED THE LESSER OF (I) AN AMOUNT THAT IS EQUAL TO THE MONTHLY CHARGES ACTUALLY PAID BY SUBSCRIBER TO GUIDEPOINT FOR THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (II) \$750. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS IS AN ESSENTIAL TERM TO THE AGREEMENT AND THAT THE ALLOCATION OF RISK HEREUNDER HAS A DIRECT IMPACT ON THE PRICING FOR THE SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION 13 SHALL APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR SOME OTHER THEORY OF LIABILITY AND REGARDLESS OF WHETHER A PARTY WAS WARNED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

**14. Force Majeure.** Guidepoint shall not be liable for any delay in performance that is caused by an act or omission outside of Guidepoint's reasonable control, including, without limitation, any unavailability by any wireless data carrier or supplier of Guidepoint, equipment failure, alterations of GPS by the entity having control thereof, act of God, war, labor strike, equipment or facility shortage, or other causes beyond Guidepoint's control (each, a "Force Majeure Event"). If Guidepoint suffers a Force Majeure Event, it will provide notice to Subscriber and to the extent known, the length of such Force Majeure Event. Guidepoint's obligation to perform under this Agreement shall be tolled by the length of any applicable Force Majeure Event. If a Force Majeure Event continues for more than thirty (30) days, then Subscriber shall have the option to terminate this Agreement and shall be liable only for those charges incurred through the date of termination.

**15. Vehicle Tracking and Privacy on your Guidepoint System.** Subscriber acknowledges, agrees, and consents that in conjunction with employee training, quality control and the provision of the Services, Guidepoint is permitted to monitor and/or electronically record conversations that you make to Guidepoint. Subscriber consents to Guidepoint using Subscriber information to administer subscription services, offer new products or services, respond to regulatory and legal requirements including credit reporting and fraud prevention, and

electronically tracking Subscriber's Guidepoint-equipped vehicle in conjunction with providing services or to locate Subscriber's vehicle if Subscriber is in default of this Agreement or any finance or lease Agreement. Subscriber consents to Guidepoint providing Subscriber information and location to law enforcement and/or emergency services personnel or in response to a subpoena or other such legal process. Subscriber acknowledges and agrees to having read and agreeing to be bound by the terms and conditions of Guidepoint's Privacy Policy, which is incorporated by reference herein.

**16. Lifetime Services.** Guidepoint offers "lifetime" plans for certain of its Services. In the event that Subscriber chooses to purchase a lifetime plan for Services from Guidepoint, the term "lifetime" shall mean the lifetime of the standard automobile life cycle, which shall be twelve (12) years from the date of the vehicle's date of manufacturer or the destruction of the vehicle, whichever comes first. Guidepoint reserves the right to void any Lifetime plan unless the Subscriber contacts Guidepoint at least once annually to provide the most up to date contact information for the Services.

**17. Sunsetting Legacy Telecommunications Technology.** Subscriber acknowledges and agrees that: (a) Guidepoint's Services and System rely upon wireless telecommunication providers and their networks; (b) from time to time, such wireless telecommunication providers retire certain technology and bandwidth, which is completely outside the control of Guidepoint; and (c) accordingly, Guidepoint reserves the right to discontinue certain technology, Guidepoint Systems and affected Guidepoint Services in the event that one or more wireless telecommunication providers discontinues or retires technology, bandwidth, or Guidepoint's authority to use any of the foregoing in connection with the offering the Services. Guidepoint shall use commercially reasonable efforts to communicate any such discontinuation of technology, bandwidth or Services to Subscriber as soon as possible.

**18. Export Compliance.** Subscriber agrees that Subscriber will comply with all export control laws in connection with use of the Guidepoint hardware and Services and will not use, export, re-export, import, sell, or transfer either the Guidepoint hardware or Services except as authorized under applicable law. The Subscriber hardware shall not be exported or re-exported to any location that is embargoed under applicable law, including the Crimea region of Ukraine, Cuba, Iran, North Korea, and Syria, or any person listed on a sanctioned list under applicable law.

**19. User Name and Password.** Subscriber acknowledges that Subscriber accepts full responsibility for the use and protection of the Subscriber's Guidepoint user name and password. Subscriber may change Subscriber's user name and password at any time by contacting the Guidepoint response center. However, Subscriber accepts full responsibility for all Guidepoint Services provided in conjunction with the use of the Guidepoint user name and password by Subscriber or third parties with whom subscriber has made the Guidepoint user name and password available. These charges may include the full retail value of products or services delivered in the name of the customer, including, but not limited to, such items as roadside assistance, towing, merchandise, reservations or other items. Subscriber acknowledges and agrees that use of any credentials hereunder to access Guidepoint's systems to tamper or perform unauthorized activities, including, without limitation, access specific IT areas or to carry out cyber-attacks against Guidepoint or a third party are strictly prohibited, constitute a material breach of this Agreement, and are subject to civil and criminal prosecution.

**20. No Agency Created.** This Agreement does not in any way create the relationship of principal and agent, joint venture, partner, or employer and employee between Guidepoint and Subscriber and under no circumstances shall Subscriber hold itself out to be or in any way be considered an agent of Guidepoint.

**21. Assignment.** Guidepoint may assign this Agreement in whole or in part, its right or duties under this Agreement, without notice to Subscriber, and upon such assignment Guidepoint shall be released from all liability hereunder. Subscriber may assign this Agreement only upon the prior written consent of Guidepoint. Subject to this restriction, this Agreement shall apply to, inure to the benefit of, and be binding upon the heirs, successors, subcontractors, and assignees of the respective parties.

**22. Notices.** Notices to Subscriber shall be deemed given if deposited in the U.S. mail addressed to the Subscriber's last known address. Notice to Guidepoint shall be deemed given when received by Guidepoint in writing.

**23. Severability.** Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

**24. Third Party Beneficiary.** Wireless Data Carriers, and Guidepoint's suppliers and Dealers are intended to be third party beneficiaries under this Agreement.

**25. Governing Law.** This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflicts of laws rules or statutes that would result in the application of a law other than Michigan's. This Agreement is subject to amendment, modification or termination if required by such regulations or laws. The parties hereto agree that Agreement is not subject to the United Nations Convention of Contractors for the International Sale of Goods.

**26. Time Limit for Filing Claims.** To the extent permitted by applicable law, Subscriber must file any claim it has against Guidepoint in connection with the Guidepoint hardware or systems within one (1) year after the event giving rise to the claim arises or otherwise such claim shall be forever barred hereunder.

**27. Changes to these Terms.** Guidepoint reserves the right to update the terms and conditions of this Agreement from time to time in its sole discretion. Whenever Guidepoint makes a revision to this Agreement, it will provide notice to Subscriber of the change and where required by applicable law, request Subscriber to acknowledge and agree to the revised Agreement.

**NOTICE OF TERMS & CONDITIONS:** The Standard Term for Guidepoint VIP and Guidepoint ETA services are for the term of subscriber's ownership of the vehicle that contains the Guidepoint equipment and as long as all other terms and conditions are met. The Standard Term for all GPS Service Plans is 12 months with the capability to renew each year at the manufacturer's suggested retail price for that plan, which is listed on the Guidepoint website ([www.guidepointsystems.com](http://www.guidepointsystems.com)). If your credit card is on file, and you do not cancel your Plan in accordance with the foregoing Agreement, your credit card will be charged automatically 12

months from the purchase of your upgraded service. If you have purchased the Guidepoint VIP or ETA from an authorized dealer, there is no monthly or annual fee to receive these services; however, certain guarantees and warranties may expire after one year, and all subscribers are required to provide Guidepoint with up-to-date contact information, including telephone, address and user information. Subscriber will be sent a renewal notice during the year and is required to respond to update and/or confirm contact information. Failure to perform on this requirement by Subscriber may result in suspension of response center and related services.