



TERMS AND CONDITIONS

These Terms and Conditions ("Terms") are attached to and incorporated into the OneStar GPS.com (OneStar GPS) Commercial Equipment and Subscriber Agreement (the "Agreement") between OneStar GPS and the Customer named on the first page of the Agreement ("Customer").

1. ACCEPTANCE

All Products (Wireless Network Equipment), Software, Services (Location, Data Communications, and Stolen Vehicle Recovery Services), installation, and maintenance provided by OneStar GPS shall be subject to the terms and conditions of this agreement. OneStar GPS shall not be bound by additional or different terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing by an officer of OneStar GPS.

2. SHIPPING AND HANDLING

In addition to shipping and handling charges that are shown in the Agreement, any delivery required by the Customer that exceeds the cost of normal ground delivery shall be invoiced to Customer at OneStar GPS's then current flat rates. OneStar GPS will not provide Customer with copies of freight bills.

3. DELIVERY, RISK OF LOSS, TITLE AND SECURITY INTEREST

Unless otherwise stated in this Agreement, all deliveries are FCA/FOB OneStar GPS's warehouse. Shipping or delivery dates are best estimates only. OneStar GPS reserves the right to make deliveries in installments and to bill separately for each such installment. Delivery delay or default on any installment shall not relieve Customer of its obligation to accept and pay for remaining deliveries. Claims for shipment shortage shall be deemed waived unless presented to OneStar GPS in writing within 45 days of delivery of each shipment. IN NO EVENT SHALL ONESTAR GPS BE LIABLE FOR INCREASED COSTS, LOSS OF PROFITS OR GOODWILL OR ANY OTHER, GENERAL SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES DUE TO LATE OR NON-DELIVERY OF PRODUCTS OR SOFTWARE. OneStar GPS shall at all times retain title to the Software, as set forth in the Software License Agreement (as defined in Section 7(a) below). Customer hereby grants to OneStar GPS a security interest in the Products, to secure payment in full amounts due hereunder, and Customer shall, upon OneStar GPS's request, sign a UCC-1 Financing Statement and any other documents needed to perfect such security interest. Customer assumes the risk of any loss, fire, damage, and theft upon delivery of the Products and Software to Customer's facility, and Customer shall maintain insurance coverage for all such risks.

4. INSTALLATION

OneStar GPS shall cause installation of the Products in accordance with standard industry practice by a qualified person or agency. OneStar GPS shall have the right to subcontract the installation in whole or part and shall notify Customer of the name and address of each subcontractor. Subject to paragraph 12, installation of the Products shall be completed within a reasonable time. OneStar GPS may impose a surcharge for waiting time and other delays in installation cause by Customer's failure to have the site or vehicle available as, when and where agreed to. Customer will be responsible for providing at its expense any required support services, including, without limitation, any telephone lines and interface with data processing or telephone company equipment.

Wireless Network Equipment. Installation of the Wireless Network Equipment shall take place at the location indicated in the Agreement. If such installation is performed at a location other than a OneStar GPS service center, Customer shall provide a location which meets the following standards:

- a. The site shall be safe and present no hazards.
- b. All necessary utilities (including plumbing, lighting, air conditioning, heating, electrical power and access to phone lines) shall be easily accessible and provided without charge.
- c. Customer shall, at its expense, obtain and keep in force during the period of installation a policy of general liability insurance covering any liability arising out of OneStar GPS's use or occupancy of the site and all appurtenant areas.
- d. Customer shall indemnify and hold harmless OneStar GPS from and against any and all liabilities, including reasonable attorney's fees arising from OneStar GPS's use of the site or the condition of the site.
- e. Customer shall allow OneStar GPS, its authorized agents, and subcontractors full and free access to the site during business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) and shall not require that OneStar GPS waive any claim arising from its use of the site or impose any other restrictions as a requirement of access to the site. OneStar GPS shall attempt to honor Customer's request for installation during non-business hours, and may apply a surcharge for such installation.

Limited Installation Warranty. Subject to Paragraphs 7 and 8, OneStar GPS warrants the installation against defects in workmanship for a period of 90 days.

5. LOCATION AND DATA COMMUNICATION SERVICES

Description of Services. Services provided hereunder are described in the Service and Maintenance Brochure, a copy of which has been provided to Customer and is incorporated herein. Except for the Stolen Vehicle Recovery Services ("Vehicle Recovery"), the Services are intended only for routine messages. All Services will depend, among other things, on the monthly usage plan ("plan") selected by the Customer.

Pricing of Services. The Services are priced in terms of access units, with each type of location and data communication service being assigned a specific number of access units, as set forth in the agreement. Each transceiver is assigned to the monthly usage Plan that has been selected by Customer for that transceiver. The aggregate number of access units included under the selected Plan may be used only by the selected transceiver covered under such selected plan. Unused access units may not be applied to other transceivers. Unused access units also may not be applied to another month's additional usage. System usage beyond the number of access units included under the selected Plan will be invoiced at the per access unit rates specified on the Agreement.

OneStar GPS's Test of Services. Customer acknowledges that OneStar GPS may, for its internal test and control purposes, without charge to the customer locate or communicate with one or more of Customer's transceivers and terminals.



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Use of Services. The Services provided by OneStar GPS to Customer hereunder are solely for the purpose of allowing Customer to locate and communicate with its own transceivers and terminals, and may not be resold or otherwise offered to or used by third parties. If, however, Customer and OneStar GPS have entered into the OneStar GPS Commercial Value Added Reseller Agreement ("VAR Agreement"), Customer may offer Customer's own vehicle location services (but shall not offer data communication services) to fleet owners and operators under the terms and conditions of the VAR Agreement.

Wireless Network Equipment Limited Warranty and Maintenance Services. Subject to Paragraphs 7 and 8, OneStar GPS warrants the Wireless Network Equipment against defects in materials and workmanship for a period of 1 year. Under the provisions of certain selected plans, Customer will receive maintenance services pursuant to which OneStar GPS will repair or replace (at OneStar GPS's option) any failed OneStar GPS supplied Wireless Network Equipment component, including antennas and interconnected cables, subject to Paragraphs 7 and 8. On valid warranty and maintenance claims, OneStar GPS will pay all costs associated with such repair or replacement including travel costs, travel time and labor. To obtain warranty or maintenance service, Customer must contact the local OneStar GPS office. OneStar GPS may advise the customer to (a) obtain a Returned Materials Authorization ("RMA"); (b) adequately package the products; (c) ship the products to the address provided by the OneStar GPS office; and (d) mark the RMA number prominently on the outside of the carton. Products received without an RMA number will be returned freight collect. OneStar GPS will return the repaired products prepaid and fully insured. Alternatively, at OneStar GPS option, OneStar GPS may remove and reinstall the Products

6. VEHICLE RECOVERY SERVICES

Vehicle Recovery Services become effective when this Agreement has been signed by OneStar GPS and returned to the Customer and all required Products and Software has been installed and are operational. OneStar GPS's sole obligation pertaining to the Vehicle Recovery Services is to follow the procedures described below. Customer shall advise its employees of (1) any changes, including discontinuation of service, that are made to the Vehicle Recovery Services and (2) the procedures and limitations of the Vehicle Recovery Services as described herein, and in any other written materials regarding such services provided to Customer.

Vehicle Recovery Services. If Customer subscribes to the Vehicle Recovery Services, when Customer's vehicle alarm is connected to OneStar GPS's Wireless Network Equipment, and an alarm notification is triggered, a unique message (see paragraph 6(c)) will be transmitted to OneStar GPS's control center operator. In order for Vehicle Recovery Services to be operational for a specific transceiver, Customer must select Vehicle Recovery capable Products and select a Plan, which includes Vehicle Recovery Services for that transceiver.

Direct Notice of Vehicle Recovery Episode to Customer. If Customer is logged onto OneStar GPS's website via the Internet at the time of the Vehicle Recovery notification, the Vehicle Recovery message will be sent directly to the Customer's workstation. If the Customer acknowledges the Episode through its workstation within 60 seconds, the Control Operator does not become involved. Customer will be able to update the vehicle's location as needed.

Notice of Episode to Control Center. If Customer's workstation is not logged on to the OneStar GPS system, or if Customer fails to acknowledge the Episode within 60 seconds, the Episode information will be displayed on the Control Operator's screen. The Control Operator will attempt to reach the listed contact point that was provided by the Customer, by calling one time within the first 15 minutes of the Episode, after which the Episode will be terminated whether or not contact has or has not been made. If the Control Operator reaches Customer, the Control Operator will advise the Customer of the Episode and request that the Customer log on. After such request has been made, the Control Operator will cease to be involved, and the Episode will be terminated.

Future Software Upgrades to Bypass Control Operator. In the future, OneStar GPS may upgrade the software to allow Vehicle Recovery messages to be transmitted directly to the Customer, and bypass the Control Center entirely. Following installation of such Software, Customer will continue to be notified directly of Episodes through a message to Customer's workstation as described in Paragraph 6(b) above. If, however, Customer's workstation is not logged on to the OneStar GPS system, the alert message will be directed to a customer pager number or other message receiving equipment, or both. Customer will be responsible for acquiring such message receiving equipment and providing the telephone number or numbers to OneStar GPS. In order to ensure that Vehicle Recovery messages are received, Customer's message equipment should be operational and carried by or accessible to Customer or a Customer representative at all times. There will be no intervention by the Control Operator, as described in Paragraphs 6(a) and 6(c) above, following installation of such Software.

LAW ENFORCEMENT ASSISTANCE. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO CONTACT THE APPROPRIATE LAW ENFORCEMENT AGENCY FOR ASSISTANCE IF, IN CUSTOMER'S OPINION, SUCH ASSISTANCE IS REQUIRED, AND UPON REQUEST, TO PROVIDE THE LAW ENFORCEMENT AGENCY WITH UPDATED LOCATION INFORMATION.

7. **LIMITATIONS ON WARRANTIES, MAINTENANCE AND SUPPORT** OneStar GPS shall not be obligated to provide the warranties or maintenance specified in these Terms (the installation warranty and the Wireless Network Equipment limited warranty and maintenance services), if there has been any alteration, modifications, or special configuration made to the products, if there is use of the hardware that has not been approved in writing by OneStar GPS as being compatible, or in the case of accidents, misuse, abuse, neglect, damage, tampering, improper installation, maintenance, or repair (not provided by OneStar GPS), connection to an improper voltage supply, reception or transmission problems caused by inadequate or improper antenna (not provided by OneStar GPS), reception problems caused by an inadequate signal level in the operating area, water damage or exposure to the elements, use with accessories or devices not approved by OneStar GPS, use other than in the normal and customary manner, failure to install or use the Products or Software in accordance with instruction manuals, or acts of God. The maintenance services described in these Terms do not cover accessories, batteries, casings, coverings and other non-electrical components.
8. **COVERAGE AREA LIMITATIONS** Customer acknowledges that one hundred percent coverage of any area at all times is improbable. The existence of adverse conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at times. Customer further acknowledges that certain circumstances or



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events, including, without limitation, weather, tunnels, underground structures, terrain, high rise buildings, enclosed or underground parking or driving areas, faulty installation, motor ignition and other electrical noises and radio signals from external sources may interfere with or prevent the proper operation of the Services. Corrective devices installed at Customer's expense can minimize some of these interferences. Any deviations from any coverage representations made or from the coverage map shown to Customer shall not constitute default by OneStar GPS. Any maps or surveys, if provided, are to indicate general parameters of expected coverage, subject to previously mentioned conditions, and are not binding as an exact representation of coverage. Customer also acknowledges that the service provided by OneStar GPS hereunder may be based upon MicroBurst Service furnished to OneStar GPS by Aeris Communications, Inc. ("Aeris") and utilizes cellular telephone service that is furnished to Aeris by one or more participating carriers ("Participating Carriers") pursuant to agreements between Aeris and such Participating Carriers and is subject to terms, conditions and limitations therein set forth. **CUSTOMER FURTHER ACKNOWLEDGES THAT PARTICIPATING CARRIERS DISCLAIM ALL LIABILITY OF ANY NATURE TO CUSTOMER, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF CUSTOMER'S USE OF MICROBURST SERVICE, AND CUSTOMER AGREES THAT CUSTOMER SHALL HAVE NO CLAIMS AGAINST PARTICIPATING CARRIERS OF ANY KIND WITH RESPECT THERETO.**

9. INTERRUPTION OF SERVICES; FORCE MAJEURE

OneStar GPS shall not be liable to Customer or any other person for any loss or damage caused by any interruption of services, regardless of cause. In the event of any failure or delay in Services attributable to the fault of OneStar GPS or its subcontractors, Customer's sole remedy shall be limited to refund of Customer's charge for Services during the time of such failure or delay. Customer agrees, however, that no allowance will be given for any single failure or delay that does not exceed 48 hours. OneStar GPS shall have no liability for a failure to provide or for delay in providing products, Software, installation, Services or maintenance due directly or indirectly to causes beyond the control of OneStar GPS or its subcontractors, including, without limitation, acts of God, or governmental entities, or of the public enemy, acts of Customer, strikes, unusually severe weather conditions, interruptions of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier, or delays in Federal Communications Commission ("FCC") frequency authorization or license grant. The delivery schedule shall be considered extended by a period of time equal to the time lost because of any such delay. If OneStar GPS is unable to wholly or partially perform because of any cause beyond its control, OneStar GPS may terminate the Agreement without any liability to Customer, other than refund of any amounts paid for undelivered Products, Software, maintenance or installation, or Services which have not been provided.

10. REVISION OF FEES AND SERVICES

After the end of the fifth year following execution of the Agreement by OneStar GPS, OneStar GPS may, at any time, upon 30 days' prior written notice, to be effective not earlier than the fifth anniversary date of the date of execution of this Agreement by OneStar GPS, revise (a) the monthly rates for Plans set forth in the Agreement, (b) the number of access units assigned to each location and data communication service, and (c) the cost and features of Services and programs, as set forth in the Agreement and on the Service and Maintenance Brochure in effect on the date of OneStar GPS 's execution of the Agreement. Customer may terminate the Agreement by written notice to OneStar GPS within the 30-day period; otherwise, the new rates and revised services shall become effective on the date specified in OneStar GPS 's notice. If customer terminates the Agreement as herein provided, all accrued and unpaid charges shall be immediately due and payable.

11. AUTOMATIC RENEWAL; TERMINATION

The Agreement, including these Terms, shall remain in full force and effect for a period of five years from the date the Agreement is executed by OneStar GPS and shall automatically become a month-to-month Agreement terminable upon written notice by either party to the other 30 days prior to the end of any monthly period. The Agreement shall terminate immediately without liability if the authorizations held by OneStar GPS are revoked by the FCC. Customer may, by written notice to OneStar GPS within 15 days of the date the Agreement was originally executed by OneStar GPS, cancel the Agreement. If Customer's cancellation occurs within such 15 day period and is for any reason other than the default of OneStar GPS or the revocation of authorization by the FCC, Customer shall pay OneStar GPS 20% of the total price and fees for all Products and Software listed in the Agreement as a restocking charge.

12. PAYMENT/TAXES

Customer shall make payment to OneStar GPS in accordance with the terms stated in the Agreement, at such place as OneStar GPS designates on its bill. Airtime charges for Services are billed in advance, at the beginning of each period, based on the Customer's selected Plan, as set forth in the Agreement. Billing for the first and last period shall be prorated based on the number of days services are provided in such period. Incremental charges and other service charges, including, without limitation, activation fees, charges for additional access units, and charges for Vehicle Recovery Episodes, are billed in arrears. Installation Fees are billed separately. Except for the amount, if any, of any tax included in the Agreement, the prices set forth herein and on the Service and Maintenance Brochure are exclusive of any amount for federal, state, local or foreign excise, sales, use, property, retailer's occupation or similar taxes, or any duties, customs or similar charges. If any such excluded tax or charge is determined to be applicable to this transaction or OneStar GPS is required to pay or bear the burden thereof, the prices set forth herein and on the Service and Maintenance Brochure shall be increased by the amount of such tax or charge and any interest or penalty thereon, and Customer shall pay to OneStar GPS the full amount of any such increase no later than ten days after receipt of a bill therefor. All charges are due as of the due date as set forth on the bill. Accounts delinquent in excess of 15 days from the due date shall be subject to a late fee and interest at the rate of one and one-half percent (1 1/2%) per month (or the highest rate permitted by law, if such rate exceeds the highest rate permitted by law). OneStar GPS may repossess the Products and Software and terminate the Services and maintenance if any charges payable hereunder are delinquent in excess of 30 days from the due date or Customer is otherwise in default under the Agreement. Customer shall be liable for all reasonable costs associated with the collection process of Customer's delinquent account, including, but not limited to, a minimum charge of \$10.00 per month as long as the account remains delinquent and reasonable attorney's fees and court costs if such action is utilized in order to collect a delinquent amount.

13. GENERAL

This Agreement shall be governed under the laws of the state noted in the Customer's "Ship to" address in the Agreement. Customer acknowledges that it has read and understands these Terms and agrees to be bound by them. Together, the Agreement, including these Terms, the Service and Maintenance Brochure and the Software License Agreement, constitute the entire agreement and understanding of the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the Products, Software, Services, installation and maintenance purchased under this Agreement.



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No amendment or modification hereof shall be binding upon OneStar GPS unless such amendment or modification is in writing signed by an authorized officer of OneStar GPS. If any term hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such term shall be deemed omitted to the extent prohibited or invalid but the remainder of these Terms and the Agreement shall not be invalidated and shall be given effect so far as possible. If any term hereof is found by a court to be overbroad, it shall be limited to the extent required to make it enforceable. Customer agrees to observe and abide by all applicable laws, ordinances, rules and regulations of the federal, state, local or foreign government and any agency or public authority thereof, and to hold OneStar GPS harmless from liability or loss by reason of any asserted or established violation of said laws, rules, or regulations by Customer, its employees, agents or representatives. Any waiver of any right in, or breach of, the Agreement shall not be a continuing waiver and shall not prevent any claim of breach of the same term or any other term of the Agreement. This Agreement is fully assignable by OneStar GPS to any person or entity and shall inure to the benefit of such assignee or successor. Customer may not assign the Agreement without the prior written consent of OneStar GPS, except that Customer may, without OneStar GPS 's consent, assign the Agreement (a) to Customer's parent company, a subsidiary, or an affiliate; (b) to any successor corporation by consolidation or merger; or (c) to any corporation with the authority to carry on a business of a nature transacted by Customer and to which Customer has sold all or substantially all of its assets, provided that Customer has advised OneStar GPS in writing of such assignment and Customer remains liable for any obligations or liabilities arising under this Agreement.

14. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

Except as provided in section 5, OneStar GPS does not warrant range, coverage, or operation of the location and data communication services, including, without limitation, the alert services. The express warranties in paragraphs 4(b), 5(e), and 7 are limited warranties and are given in lieu of all other warranties, express or implied. All other express or implied warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are expressly excluded, except where prohibited by law and, where prohibited, any such warranty shall be limited to the minimum warranty and period required by law. No employee or agent of OneStar GPS has the authority to grant any other warranty to customer, written or oral. The express warranties, described above are given in satisfaction of any and all obligations or liabilities of OneStar GPS to customer or any third party, with respect to the products, software, services, installation and maintenance (whether such liabilities or obligations arise out of contract, negligence, strict liability, tort or otherwise). Without limiting the foregoing, OneStar GPS shall not be liable for any property damage, products, software, services, installation and maintenance (and customer expressly indemnifies and agrees to hold OneStar GPS harmless from any such liability, including reasonable attorney's fees). Customer's sole remedy for breach of any warranty is the right of repair or replacement of the defective product, software or installation or, in the case of software, return of software license fees, all as described above. In no event shall OneStar GPS's liability to customer exceed the amount paid by customer for the product, software, services, installation or maintenance in question. Without limiting the foregoing, OneStar GPS shall not be liable to customer or any third party for consequential, incidental, general, special or exemplary damages, including, without limitation, loss of profits, revenues or data, even if OneStar GPS has been advised of the possibility of such damages. No action shall be brought for any breach of the agreement more than one year after accrual of such cause of action except for money due on an open account. Certain of these limitations may not apply in some states.