



REDTAIL
TELEMATICS®

VAM Product Warranty

November 2015

Version 4

Important warranty information for your GPS tracking products.

STANDARD TERMS AND CONDITIONS OF PURCHASE

These STANDARD TERMS AND CONDITIONS OF PURCHASE (this "Agreement") and the purchase order or invoice (the "Purchase Order") to which this Agreement is attached or which otherwise references this Agreement constitute the entire and exclusive agreement between Redtail Telematics Corporation, a California corporation, with an address of 3990 Old Town Avenue, Suite B-104, San Diego, California 92110 ("Redtail") and the customer or purchaser identified on the Purchase Order ("Customer"). Redtail and Customer are sometimes each referred to as a "Party" or, collectively, as the "Parties". Redtail is (i) a manufacturer of global telematics hardware, including its Vehicle Asset Management product (the "VAM Product"), that tracks or captures location and other parameters of a vehicle and (ii) a distributor of a Global Positioning System ("GPS") tracking system to obtain and collect information from the VAM Product for vehicle fleet management purposes. Customer has agreed to purchase VAM Products from Redtail and obtain the use of the GPS tracking system services (the "Services") provided by Redtail and/or its Service providers. Redtail has obtained the right to sell the Services to Customer from Redtail's Services provider ("Services Provider"), and has arranged for Customer to enter into an Online Services Agreement with Services Provider (the "Online Services Agreement").

1. Payment Terms.

(a) All payments made pursuant to this Agreement shall be denominated in U.S. dollars. Customer will be responsible for and shall pay any applicable sales, use, value-added or other taxes, surcharges or duties, tariffs, fees or the like assed by federal, state, local and other governments applicable to provision of the VAM Products or the Services (except for taxes on Redtail's income).

(b) Prior to the shipment of any VAM Products to Customer, Customer will provide to Redtail a valid credit card number, the expiration date and other information requested by Redtail pertaining thereto, and Customer hereby authorizes Redtail to bill to such credit card all charges for VAM Products prior to their shipment and all fees for Services at the beginning of the month in which Services are to be provided (or at such other times as may be set forth in the Purchase Order or another agreement between Redtail and Customer). Upon cancellation or expiration of such credit card, Customer shall provide a new credit card number, expiration date and other information requested by Redtail pertaining thereto.

(c) If Customer has not paid all sums due Redtail in accordance with the terms hereof, a monthly finance charge equal to the lesser of (i) 1.5% per month, and (ii) the highest amount permitted by law, shall accrue and be payable

each month until paid in full. Furthermore, to the extent allowable by applicable law, upon Customer's failure to make payment in accordance with the terms hereof, a late fee of 10% of the amount past due shall be due and payable by Customer with respect to each such late payment. The waiver of a finance charge, late fee or any portion thereof shall not be deemed to be a waiver of any future finance charges or late fees. Customer shall be liable to Redtail for any and all costs and expenses incurred by Redtail, including without limitation collection agency costs and attorneys' fees and expenses, in collection of any past due amounts hereunder. Customer hereby grants to Redtail a continuing lien on the VAM Products to secure Customer's timely payment to Redtail for such VAM Products in accordance with the terms and conditions hereof.

2. Online Services Agreement.

(a) Customer agrees to enter into the Online Services Agreement for the provision of the Services and to comply with all of its obligations set forth therein. Under the Online Services Agreement, Services Provider will provide Customer with location and operation information (including, without limitation, location of the vehicle, start, stop and idle times, fuel consumption, top speeds, and such other information concerning the location and operation of the vehicle as Services Provider may elect to provide from time to time) for a vehicle on which

a VAM Product is properly installed and is properly identified (each, a "Monitored Vehicle") through Services Provider's website listed on the Purchase Order or otherwise provided to Customer by Redtail (the "Services Website"), when Customer accesses the Services Website and requests location information for the Monitored Vehicle.

(b) Fees for the Services provided under the Online Service Agreement and under this Agreement are set forth on the Purchase Order or such other document provided to Customer by Redtail.

(c) In consideration of the payment of the fees for Services and the purchase price for the VAM Products, Redtail grants to Customer a nonexclusive, nontransferable and revocable license to use the software and firmware loaded on the VAM Products (collectively, the "Software"), solely for the purpose of enabling the provision of the Services with respect to the VAM Products. This limited software license will automatically terminate upon termination of the provision of Services to Customer. Customer shall not modify, reverse engineer, decompile or disassemble any Software or any VAM Product. Customer acknowledges that Redtail is the exclusive owner of all right, title and interest in and to Redtail's trade names, trademarks, symbols and logos (collectively the "Marks") used in connection with the VAM Products including, without limitation, "Redtail" and, except for those owned by Services Provider, in the provision of

the Services. Customer will in no way infringe upon, harm or contest the rights of Redtail in and to the Marks or any other intellectual property rights of Redtail.

(d) This Agreement is the “Reseller Agreement” referred to in the Online Service Agreement and Redtail is the Reseller referred to therein. Redtail shall be deemed an intended third party beneficiary of the provisions in the Online Services Agreement relating to the relationship, obligations and limitation of liabilities between Redtail and Customer, including but not limited to the provisions concerning data and privacy, exclusion of warranties, and the limitation of liability, just the same as if such provisions were incorporated into the text of this Agreement, and Redtail shall be fully entitled to enforce the same; provided that in the case of conflict between such provisions and the provisions of this Agreement, those of this Agreement shall govern.

(e) In the event of termination of the Online Services Agreement, Redtail shall have the option of providing the Services directly to Customer and Redtail reserves the right to replace any Services Provider at its option. In the event a Services Provider is replaced, Customer agrees that it shall be condition to the continued provision of the Services that Customer agree to be bound by any terms set forth in any new Online Services Agreement.

(f) Term of Purchased Service Subscriptions. Service subscriptions purchased by You commence on the start date specified in the

applicable order from Ultracart and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order. All User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per unit pricing during any such renewal term shall be the same as that during the prior term unless Redtail has given you written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 5% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order as a promotion or one time offer.

(g) Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach, if such breach remains unsecured at the expiration of such period, or if the party becomes the subject to the petition in bankruptcy or any proceeding related to insolvency, receivership, liquidation or assignment for the benefit of the creditors.

(h) Refund or Payment Upon Termination for Cause. Upon any termination for cause, Redtail shall refund you any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination.

3. Installation. All VAM Products must be installed only by Redtail, an agent of Redtail, or an installer authorized by Redtail to install the VAM Products. Unless Redtail agrees in advance in writing to conduct such installation, Customer is responsible for obtaining the proper installation of the VAM Products in the Monitored Vehicles in accordance with this Section. CUSTOMER UNDERSTANDS AND AGREES THAT REDTAIL IS NOT RESPONSIBLE FOR, SHALL HAVE NO OBLIGATION WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR, VAM PRODUCTS NOT INSTALLED IN ACCORDANCE WITH THIS SECTION.

4. Limited Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE VAM PRODUCTS, THE SOFTWARE AND THE SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES DESCRIBED IN THIS AGREEMENT, AND THAT NO OTHER WARRANTIES ARE MADE BY ANY OF REDTAIL'S SUPPLIERS AND SERVICE PROVIDERS.

(a) 30 Day Money Back Guarantee. If Customer believes that a VAM Product is defective, it must follow the Warranty Claim

Process within 30 days of the date of purchase. If, after diagnosis, the VAM Product is deemed by the Redtail technical service team to be defective, Customer may choose to have the VAM Product replaced with a new one or receive a refund (the "30 Day Money Back Guarantee").

(b) 90 Day Limited Warranty. After Customer's 30 Day Money Back Guarantee, described in subsection (a), expires, Redtail will provide a limited warranty for an additional 90 days. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT IS CUSTOMER'S EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVIDED HEREIN BY REDTAIL. Customer will be solely responsible for verification that the VAM Product is in good working condition upon purchase.

(c) Extended Warranties.

(i) Service Agreement Warranty. If Customer purchases a full year of service at the same time it purchases a VAM Product, Redtail will honor a limited warranty for one year from the date of purchase at no additional cost.

(ii) Warranty Agreements for Purchase. One year and two year extended warranties, beyond the time period for the Service Agreement Warranty, described in subsection (c)(i), are available. More information is available at 1-866-711-4880,

sales@redtailtelematics.com or Redtail's Online Chat Support.

(d) Warranty Coverage. Redtail warrants to Customer that the VAM Products are free from defects in materials and workmanship under normal use and conditions for a period of time outlined in the above warranty language and, at Redtail's sole discretion, it will repair or replace defective units. Should repairs or replacement be required, such service will be free of charge to Customer for parts and/or labor and the old VAM Product shall be repaired or replaced with a new or factory refurbished VAM Product. All VAM Products exchanged for a replacement become the property of Redtail. In no event shall the warranty period extend beyond a 3 year period from the date of purchase. Further, if the VAM Product is repaired or replaced within the applicable warranty period, this will not extend the original warranty period for the VAM Product.

(e) Warranty Exclusions.

(i) Damages. The foregoing limited warranties do not protect against damage caused by normal wear and tear, tampering, misuse, moisture, liquids, proximity or exposure to extreme heat or direct sunlight, surges in electric power, accident, disaster, loss, theft, abuse, inadequate maintenance or neglect, improper installation or use, misapplication, alteration of any kind to the device or the

wiring harness, or defects related to any modifications.

(i) Third Party Modifications. The foregoing limited warranties do not cover repairs or modifications made by anyone other than Redtail or its authorized service representatives. The limited warranties do not apply to physical damage of any nature, whatsoever, to the VAM Product, including any opening or attempted opening of the VAM Product, and any such opening or attempted opening of the VAM Product shall render its limited warranty invalid. Further, the foregoing limited warranties do not cover damage to accessories or vehicle electrical systems or cosmetic damage. Redtail does not warrant that the operation of the VAM Products will be uninterrupted or error free.

(ii) No Warranty for Software or Other Products. SOFTWARE LOADED ON THE VAM PRODUCT IS PROVIDED "AS IS", WITHOUT WARRANTY. Further, there is no warranty offered by Redtail with respect to the online, Web-based application and platform or other services provided by any other party or with respect to associated wireless services provided by a wireless carrier. Not by way of limitation of the foregoing, this limited warranty does not include loss of data. It also does not cover the elimination of externally generated

noise or interference, or the correction of antenna problems, or weak Global Positioning System (“GPS”) or Global System for Mobile Communications (“GPS”) reception.

(f) Instructions for Proper Use of Wireless Technology. VAM Products use industry standard GSM with General packet radio service (“GPRS”) cellular wireless communication networks to communicate with most vehicles. Vehicles must be in GPRS cellular communication coverage for the VAM Product to work effectively. Cellular networks currently cover 95% of the population in North America. The GPS transceiver in VAM Products must have good exposure to three or more satellites in the GPS constellation to provide accurate location information. Underground parking garages, concrete enclosures and urban areas are some instances when the direct line of sight may be obstructed and result in inaccurate or no GPS operation.

(g) Warranty Claim Process. To claim entitlement to a remedy pursuant to the 30 Day Money Back Guarantee and the foregoing limited warranties, Customer must complete the following process:

(i) Contact Redtail at
1-866-711-4880 or
sales@redtailtelematics.com, or use the
online chat feature in the support area of
www.redtailtelematics.com.

(i) Provide a Redtail representative with Customer's International Mobile Equipment Identity ("IMEI") number for warranty coverage verification.

(ii) Upon verification, Redtail will provide a Return Materials Authorization ("RMA") number.

(iv) When returning the VAM Product, include the VAM Product itself, proof of purchase and the RMA number, and send the materials to:

Redtail Telematics Corporation
3990 Old Town Avenue, B104
San Diego, CA 92110
Attn: RMA Department

(v) Redtail will test the VAM Product to determine whether a manufacturer defect exists and repair or replace the VAM Product (or a provide refund if Customer has chosen this option under the 30 Day Money Back Guarantee) within 30 days if the Redtail technical service team finds the VMA Product to be defective. If the Redtail technical service team determines that the VAM Product is not defective, Customer will be responsible for shipping costs.

5. Limitation of Liability. THE TOTAL LIABILITY OF REDTAIL WITH RESPECT TO ANY

AND ALL CLAIMS, IRRESPECTIVE OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND/OR PRODUCT LIABILITY), ARISING OUT OF OR INCIDENT TO THIS AGREEMENT OR USE OF ANY OF THE VAM PRODUCTS, THE SOFTWARE OR THE SERVICES SHALL NOT EXCEED THE PRICE PAID TO REDTAIL HEREUNDER. IN NO EVENT WILL REDTAIL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COST, OR CLAIMS OF CUSTOMER FOR SUCH DAMAGES, EVEN IF REDTAIL KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that the sums set forth in this Section reflect the allocation of risk set forth in this Agreement and that Redtail would not enter into this Agreement without these limitations on its liability. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions specified in this Section may not apply to Customer. Redtail shall have no liability whatsoever to Customer for any claims of patent, copyright or other intellectual property right infringement or misappropriation of trade secrets, made against Customer incident to the purchase or use by Customer of VAM Products or the Software or the Services. Customer agrees to

file any lawsuit or other action Customer may have against Redtail or Redtail's agents, employees, subsidiaries, affiliates or parent companies within one year from the date of the event that caused the loss, damage or liability.

6. Redtail not an Insurer. Redtail is not an insurer and Customer must obtain from an insurer any insurance Customer desires. The amount Customer pays Redtail for VAM Products is based upon the value of the VAM Product and the limited liability Redtail assumes under this Agreement and is unrelated to the value of any vehicle in which a VAM Product is installed or any property located in any vehicle in which a VAM Product is installed. In the event of any loss or injury to any person or property, Customer agrees to look exclusively to Customer's insurer to recover damages. Customer waives all subrogation and other rights of recovery against Redtail that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

7. HOLD HARMLESS. CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR, AND TO INDEMNIFY, DEFEND AND HOLD REDTAIL AND THE OFFICERS, AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES OF REDTAIL (EACH AN "INDEMNIFIED PERSON") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, EXPENSES, LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' AND

EXPERTS' FEES AND COSTS), INCLUDING WITHOUT LIMITATION, FOR ANY PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE TERMS OF PURCHASE, THE USE OR FAILURE OF THE VAM PRODUCTS, THE SOFTWARE OR THE SERVICES, OR COMPLIANCE WITH ANY AND ALL LAWS (WHETHER STATUTORY, UNDER COMMON LAW OR OTHERWISE), RULES OR REGULATIONS APPLICABLE TO THE USE OF THE VAM PRODUCTS OR THE SERVICES.

8. Delivery, Risk of Loss and Acceptance. Redtail will use reasonable commercial efforts to meet delivery dates requested by Customer. Redtail will, however, have no liability whatsoever for delays in delivery for any reason. Partial shipments will be allowed. Redtail expressly reserves the right, in its sole discretion, to allocate shipments of the VAM Products among all of the customers of Redtail. VAM Products purchased by Customer which are held for Customer by Redtail shall be at Customer's sole risk and expense. Deliveries to Customer will be made FOB point of shipment to Customer and Customer will be responsible for all shipping costs from that point. All risk of loss passes from Redtail to Customer upon delivery of VAM Products to the carrier. Unless Redtail receives written notice of rejection from Customer within 10 calendar days of Customer's receipt of a shipment of VAM Products, Customer shall be deemed to have accepted such shipment of VAM Products in whole as received.

9. Privacy Rights; Intellectual Property Rights.

It may be an offense in Customer's state or county to monitor the activities of another individual. Customer shall check state, federal and local laws before installing any GPS tracking products in Customer's personal or fleet vehicles. In some states, Customer must notify a person if they are being monitored in any way. Customer shall notify in writing any person monitored using a VAM Product or the Services that such person is being monitored. Redtail is not liable or responsible for any use or misuse of the information provided by the VAM Products, the Software or the Services. Except as otherwise specifically provided in this Agreement, this Agreement does not create, and Customer has no rights in or to the use of, any trademark, trade name, logo, service mark or other mark, identification or name of Redtail or of any patents, applications for any of the foregoing, trade secrets, confidential information and similar protected rights in any country (collectively, "Intellectual Property Right") of Redtail. Customer shall promptly notify Redtail of any known infringement or improper use of Redtail's Intellectual Property Rights. Customer agrees to reasonably cooperate with Redtail in any action taken by Redtail against such third parties, provided that all expenses of such action shall be borne by Redtail and all damages which may be awarded or agreed upon in settlement of such action shall accrue to Redtail.

10. Export. Customer will not export VAM Products, directly or indirectly, from the United States of America.

11. Assignment and Binding Clause. Redtail may assign the rights of Redtail hereunder without prior notice to Customer and upon such assignment, Redtail shall be released from all liability hereunder. Except as otherwise provided herein, the provisions of this Agreement are for the benefit of Redtail and Customer and not for any other person or entity. Customer may not delegate or assign any or all of Customer's duties or rights hereunder without the prior written consent of Redtail, such consent to be granted or withheld in Redtail's sole and absolute discretion, and any such delegation or assignment shall be ineffective without such consent. The terms and conditions hereof shall be binding upon and inure to the benefit of the respective successors and permitted assigns.

12. Survival. Sections 1 through 7, 10, 14, 15 and 16 shall survive the expiration or termination of this Agreement.

13. Force Majeure. Redtail shall not be deemed in default hereof for delay, failure in performance, loss or damage due to fire, strike, embargo, explosion, power irregularities or interruptions, earthquake, nuclear incident, volcanic action, flood, war, water, the elements, labor dispute, civil disturbances, government requirement, civil or military authority, acts of God or public

enemies, inability to secure VAM Products or transportation facilities, acts or omissions of common carriers or other cause beyond the reasonable control of Redtail.

14. Notices. All notices and other communications given or made pursuant to this Agreement (collectively, a "Notice") shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the Party to be notified; (ii) one business day after being delivered by facsimile or e-mail (with receipt of appropriate confirmation); (iii) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All Notices shall be sent to the respective Parties at their address, email address, or facsimile number, provided herein or in the Purchase Order, as subsequently modified by Notice given in accordance with this Section.

15. Governing law, Jurisdiction and Venue. This Agreement (or any other agreement or document delivered in connection with this Agreement) shall be deemed to have been executed and delivered within the State of California and the legal relations between the Parties, will be governed by and construed in accordance with the internal laws of the State of California, without regard or reference to the conflict of laws provisions. Each

Party irrevocably and unconditionally (i) submits to the exclusive jurisdiction and venue of the courts within the County of San Diego, California for the purpose of any action, suit or other proceeding arising out of or relating to this Agreement (or the other such agreements or documents); (ii) waives any objection related to venue or inconvenience of forum to any such action, suit or proceeding brought in any such court; and (iii) agrees that such courts shall have the sole and exclusive jurisdiction over any action, suit or other proceeding arising out of or related to this Agreement (or the other such agreements or documents).

16. Miscellaneous. The invalidity, in whole or in part, of any term or condition hereof shall not affect the validity of the remainder hereof. The failure of either Redtail or Customer to enforce at any time any of the terms and conditions hereof shall not constitute or be construed to be a waiver of such terms and conditions or of the right of such Party thereafter to enforce any such terms and conditions. Customer is solely responsible for complying with any orders, rules and regulations of the Federal Communication Commission or any other federal, state or local government authority, applicable to the purchase, installation and operation of VAM Products and use of the Software and Services. Redtail has made no representation, warranty or covenant not contained in this agreement and the terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional

terms and conditions of any other document submitted by Customer. Further, no amendment, modification, or waiver of or supplement to this Agreement shall be effective unless it is in writing and no course of dealing shall constitute an amendment, modification or waiver. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but together which shall constitute one and the same instrument. Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement. Each Party represents and warrants that it has all requisite power and authority to enter into this Agreement and carry out and perform its obligations hereunder and that this Agreement constitutes its legal, valid and binding obligation, fully enforceable in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and other like provisions, and general principles of equity.



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