

**WIARCOM, INC. WIRELESS GPS SERVICE
ADDENDUM TO GENERAL TERMS AND
CONDITIONS OF SERVICE**

1. **APPLICABILITY.** The terms of this Addendum shall apply to WiarCom's provision of wireless GPS tracking services (the "Service") and shall be in addition to the terms set forth in the General Terms and Conditions of Service and the Rate Plan. The terms of this Addendum shall govern in the event of a conflict with the General Terms and Conditions of Service, but the terms of the Rate Plan shall govern in the event of a conflict between this Addendum and the Rate Plan.
2. **INITIATION AND CHANGES OF SERVICE.** Service shall be activated within 5 business days after WiarCom is notified that Hardware has been shipped to you. WiarCom shall notify you via e-mail of the activation of the Service. This Agreement may be amended or modified as required by law or any governmental authority having jurisdiction, or as otherwise determined appropriate by WiarCom in its sole discretion, and you agree to be bound by any such modification or amendment. The current version of the General Terms and Conditions of Service and Addendum are available at www.wiarcom.com.
3. **SERVICE CHANGES INITIATED BY YOU.** WiarCom can only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, change, reactivate or renew your Service.
4. **WIARCOM INITIATED SERVICE CHANGES.** WiarCom may change your Service at any time without notice, except as may be required by law. This includes modifying or amending any or all of this Agreement including, without limitation, the prices and services provided. You can return at any time to www.wiarcom.com to review the most current version of this Agreement. **IF WE INCREASE THE PRICE OF THE SERVICE BEYOND THE LIMITS SET FORTH IN YOUR RATE PLAN YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOU PROMPTLY OBJECT TO SUCH PRICE CHANGES. FAILURE TO OBJECT WITHIN 30 DAYS AFTER WIARCOM GIVES YOU NOTICE OF A PRICE CHANGE, OR WITHIN 30 DAYS AFTER ANY OTHER AMENDMENT OR MODIFICATION OF THIS AGREEMENT IS MADE AVAILABLE TO YOU ON THE WEBSITE, SHALL CONSTITUTE YOUR AGREEMENT TO THE CHANGE. NOTIFICATION OF A PRICE CHANGE WILL BE PROVIDED TO YOU VIA E-MAIL, AT THE MOST RECENT EMAIL ADDRESS ON FILE. IT IS YOUR RESPONSIBILITY TO KEEP WIARCOM INFORMED OF ANY CHANGES IN YOUR E-MAIL ADDRESS.** The current General Terms and Conditions of Service and Addendum are available at www.wiarcom.com.
5. **SERVICE TRANSFER.** You may not transfer the wireless phone number(s) issued by WiarCom to another person or entity. You do not have any rights to any wireless phone number issued to you as part of the Service. Upon termination of the Service, all right and interest in and to the wireless phone number(s) shall remain with WiarCom.
6. **RECONNECTION FEE AND FORM OF PAYMENT.** WiarCom may permit the reconnection of Service previously suspended (but not terminated) for any reason, and may require a reconnection fee of \$39.99 per unit for any unit that was previously disconnected. WiarCom may also require a specific form of on-going payment (i.e., check, money order, etc.) as a condition to any reconnection of Service. The decision to reconnect a previously suspended Service, or to charge a reconnection fee or require a specific form of payment, shall be in WiarCom's sole and absolute discretion.
7. **TERM.** The initial term of your Service ("Initial Term") is specified in your chosen Rate Plan. Unless otherwise terminated in accordance with the terms hereof, the Service will automatically renew for successive twelve (12) month periods (each such renewal, a "Renewal Period") at the then prevailing WiarCom prices.
8. **TERMINATION BY YOU.** You may elect to terminate the Service effective at the end of the Initial Term or any Renewal, by giving written notice to WiarCom no greater than 90 days and no less than 60 days prior to the end of such Initial Term or Renewal Period, as applicable, at the address set forth in your Rate Plan. You agree and acknowledge that any termination of the Service not made in accordance with Section 4 or the first sentence of this Section 8, including a termination by WiarCom pursuant to Section 11 of the General Terms and Conditions of Service or by you pursuant to Section 11 below, will be deemed an "Early Termination" and will damage WiarCom in an amount that is difficult to determine, but that a reasonable estimate of the damages to WiarCom shall be (a) \$250 per contracted unit in the event such Early Termination occurs during the Initial Term, or (b) \$150 per contracted unit in the event such Early Termination occurs during any Renewal Period. If your Rate Plan includes items other than the wireless service, you agree that upon any Early Termination you also will pay WiarCom an amount equal to the total retail value of the items divided by the initial contract term multiplied by the number of months remaining of the initial term (e.g. item's price \$360, contract term 36 months, 8 months remaining on initial contract calculates to $(\$360 / 36) * 8 = \80.00). You agree to pay WiarCom the amounts set forth in this Section 8 in addition to, and not in lieu of, all other charges for services due and owing hereunder.
9. **PRIVACY ISSUES.** WiarCom shall collect information about you, base units and your vehicle(s) several different ways: from the data you provide to us when you register for the Service; from WiarCom web pages you visit or your calls to WiarCom; from WiarCom's wireless service providers; and from the Equipment when the Service is active. THE INFORMATION OBTAINED BY WIARCOM INCLUDES THINGS SUCH AS DATA ABOUT ITS OPERATION, ABOUT YOUR USE OF THE SERVICE, AND ABOUT THE LOCATION OF YOUR EQUIPMENT. You agree that WiarCom may, subject to applicable law, use any of this information to: (a) share with roadside assistance providers, emergency service providers, police, security firms, fire department, ambulance and emergency health care providers or others, as needed or required by law; (b) check or maintain your Equipment, (c) comply with applicable law or regulation, valid orders of courts or regulatory bodies, and exigent circumstances; (d) help you or managers of vehicle fleets to maintain the vehicle(s) in which the Equipment is installed; (e) evaluate and improve our Service; (f) enforce this Agreement with you or others; (g) prevent fraud or misuse of the Service; (h) protect the rights, property, or safety of you or others; (i) offer you new or additional products or services; or (j) perform market research. You also agree that WiarCom may, subject to applicable law, share your contact information, information about Service and the identification numbers of installed Equipment with WiarCom's equipment providers and WiarCom's wireless service providers for purposes of offering you products and services. WiarCom provides the Service through wireless networks that may allow your communications to be intercepted by others. You agree to hold WiarCom harmless from any and all damages, loss or misuse arising out of or as a consequence of any such interception. Your Equipment may become part of a wireless network that provides services to other WiarCom customers.
10. **SERVICE LIMITATIONS.** The Service works using cellular or other wireless networks in the continental United States, Alaska, Hawaii, and Canada, as well as the Equipment's use of the Global Positioning System ("GPS") satellite network. THE SERVICE MAY NOT BE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE AREAS, OR AT ALL TIMES. The Service works only in those areas in which WiarCom has an agreement with a wireless service provider (the "Third-Party Network"). As such, the Service is dependent on the wireless service provider's network capacity, coverage and reception. In addition, the Service cannot function unless the GPS signals are unobstructed. Details of the limitations on GPS satellite signal are more fully described at www.wiarcom.com. The Service requires the proper installation and maintenance of the Equipment. The Service may be interrupted or prevented from functioning as a result of damage to the Equipment, your vehicle, local conditions such as hills, tall buildings, tunnels, weather as well as the electrical system design and architecture of your vehicle, or wireless phone network congestion. WiarCom does not guaranty that unauthorized interception of any data and/or traffic transmitted through the Service cannot or will not occur.
11. **HARDWARE LIMITED GUARANTY.** If any Hardware becomes inoperable or obsolete because of changes to the Third-Party Network, WiarCom may require either (a) that you ship the Hardware, for repair or upgrade, at your cost and expense to WiarCom or the third-party provider of the Hardware in

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accordance with return merchandise authorization procedures to be established between WiarCom and the third-party Hardware provider, so that the Hardware again is compatible with, and operable under, the Third-Party Network (a "Hardware Upgrade") or, (b) in the event WiarCom determines in its sole and absolute discretion that a Hardware Upgrade is impracticable, that you enter into a new Rate Plan having a minimum term of three (3) years from the date thereof that includes Hardware compatible with the Third-Party Network. Failure on your part to comply with WiarCom's requirements in accordance with the foregoing shall constitute an Early Termination under Section 8 above. Upon execution of a new Rate Plan in accordance with the foregoing, this Agreement will terminate and have no force and effect. Other than the cost of replacement parts and shipping to you, WiarCom shall have no liability or obligation to you for any direct or indirect costs, expenses, or damages of any kind that are or may be incurred by you in connection with any item reference in this Section 11, including, without limitation, any and all costs associated with removing Equipment from vehicles, shipping costs to WiarCom, costs for reinstalling Equipment, lost profits, loss of business information, business interruption, and the like.