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SERVICES AGREEMENT
(Not Construction Related)
COVERTTRACK GROUP, INC.

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and CovertTrack Group, Inc., an Arizona Corporation, authorized to do business in Arizona ("Consultant") as of the **13th** day of **August**, 2024 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds, that is more fully set forth in **Exhibit A** attached (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates three years from the effective date.

3. Consultant's Work.

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

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3.3 Compliance.

a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $116,184.80 as specifically detailed in **Exhibit C** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An “Allowance” may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

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a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants; and

(2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

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b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance. For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

8.2. Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

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a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The

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Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. Uyghur Forced Labor Prevention Act (UFLPA). Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

CovertTrack Group, Inc.
c/o Amber Stanley
15600 North 78th Street
Scottsdale, Arizona

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Chris Briggs, Chief of Police
6835 North 57th Drive
Glendale, Arizona 85301

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With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

15.1 The term of this Agreement commences upon the effective date and continues for a three-year period. There are no extensions or renewals available exception as provided below.

15.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Compensation

[Signatures on following page.]

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The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

CovertTrack Group, Inc.,
an Arizona Corporation

Signed by:
Keith Deaton 7/18/2024
3E34A2DDF4D8437...

By: Keith Deaton
Its: Authorized Signer

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EXHIBIT A
Services Agreement

PROJECT
(31 pages)

COVERTTRACK GROUP, INC. TERMS AND CONDITIONS.

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COVERTTRACK GROUP, INC. TERMS AND CONDITIONS Date: August 30, 2023

This document limits our liability. Your use of our products or services constitutes your acceptance of the following terms and conditions.

1. Acceptance of the Terms and Conditions

Welcome to the website of CovertTrack Group, Inc. (collectively the "Company", "CovertTrack" "website" "site" "we" or "us"). CovertTrack is the owner of this website ("website").

A **summary** of these terms and conditions is listed below, for Your convenience only. Please review the full terms and conditions before using any of CovertTracks' Products & Services.
This Agreement (as amended or modified from time to time, the "Agreement") is by and between CovertTrack Group Inc., its subsidiaries, affiliates, partners, licensees, and authorized agents/distributors (collectively hereinafter "CovertTrack", "our", or "we") and you, the entity you represent, and your respective agents, successors and assigns ("You", "Your" or "Customer"), and is made effective **as of the date you view the website**, Your product usage, product purchase, services usage, or electronic execution of this Agreement. This Agreement sets forth the terms and conditions **of your use of the website and any and all products, merchandise, devices, software and services purchased from or otherwise provided by CovertTrack or any third party merchant or manufacturer (hereinafter collectively referred to as** "**Products & Services**," when applicable), **advertised on the website** and explains CovertTrack's obligations to You and Your obligations to CovertTrack in relation to **your using the website and** the Products & Services that You use or purchase. When "**Products**" is used in lieu of "Products & Services," CovertTrack intends that the reference pertains to a device only, not software or services.

Please read the Terms and Conditions carefully before you start to use the Website or Products and Services. **By using the Website or Products and Services, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy incorporated herein by reference** ("**Privacy Policy**") available at https://www.coverttrack.com/public/Terms_and_Conditions.pdf**.** If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Website or use the Products and Services. This Agreement, as updated from time to time, is available online on CovertTrack's website, https://www.coverttrack.com/public/terms.aspx. Questions? Call 480.657.9545 for Customer Service or Technical Support.

By entering into this Agreement, You represent to CovertTrack that You have authority to enter into and be bound by this Agreement on behalf of the Customer.

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This Agreement also includes by reference

- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

"**Merchant" or "Manufacturer**" shall mean any person, entity, individual or business selling or marketing products, goods or services on the website.

"**Products and Services**" shall mean Customer's usage of products, goods and services that are displayed or advertised on CovertTrack's website that have been made or offered by CovertTrack and/or that have been manufactured by a third party merchant or Manufacturer.

This Website and Products and Services are offered and available to users who are 18 years old or older. By using this Website or Products and Services you represent and warrant that you are of legal age to form a binding contract with CovertTrack. If you are not 18 years old or older, you must not access or use the Website or Products and Services.

MEDIATION/ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL MEDIATION OR ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS.

2. Changes to the Terms and Conditions

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website and Products and Services following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

3. Summary of Terms & Conditions

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This summary is provided for Your convenience and is not intended to apprise You of each and every term contained herein. You should read the entire agreement before using any Products & Services.

1. We may modify this Agreement. Your continued use means you consent.

2. Requests initiated by Customer for refunds (or proration) due to early termination of a Service Plan, are handled on a case by case basis. CovertTrack may in its sole discretion determine if a refund is allowable and the appropriate refund amount. Monthly service fees are determined by the contract term. Shortening the contract term will increase the monthly fee. There are no refunds for services already used, for services terminated due to an illegal use of Products & Services, or arising out of a breach of contract.

3. We are not bound by promises of others. General statements made elsewhere shall not supersede the statements made herein.

4. You must read all WARNINGS and NOTICES before using Our Products & Services.

5. You are solely responsible for device maintenance, which should be performed annually by a CovertTrack technician. You should not replace any batteries on your own. Only a CovertTrack technician is authorized to replace batteries.

6. We are not responsible for interruptions in services or loss of information or data, no matter how it was caused.

7. You must obey all Federal and State laws at all times when using Products & Services.

8. Do not modify any device. This includes removing the SIM card.

9. You must keep your password secure.

10. Failure to keep Your contact and payment information updated may cause service interruption and/or result in additional fees.

11. You must pay Your bill/contract on time.

12. Contracts automatically renew unless cancelled, in writing, ten (10) business days before the end of your billing cycle.

13. Your billing cycle begins on the date you signed a contract or the 28th of the month, whichever is sooner.

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14. Your authorization for auto payments remains in effect until cancelled.

15. Late payments will be charged 1.5% per month. Returned checks will result in a $25 fee.

16. We will not sell your Customer information.

17. We may release Your information and/or data upon a valid request from law enforcement or in response to a subpoena.

18. Disputes will be handled through binding arbitration in Phoenix, Arizona.

19. Jurisdiction, Choice of Laws, and Venue shall be in Maricopa County, Arizona.

20. See CovertTrack's Limited Warranty. There are no other warranties.

21. We are not liable for damages caused by You. You agree to hold harmless and indemnify Us for injuries or losses arising out of Your use or misuse, directly or indirectly, of Our Products & Services.

22. Protect Yourself from viruses and data loss. We are not responsible for damages or losses due to use or misuse of Our Products & Services.

23. We rely on third party services to provide You with Products & Services. We cannot guarantee another's product or service. You are aware that loss of signal may occur causing Our Products & Services to become inoperable and/or cause You to lose data and You agree to hold Us harmless from any claims accruing from such loss.

24. The maximum amount you may recover for any loss is $1,500 or twelve (12) times the cost of one month of service, whichever is greater.

25. By using Our Products & Services, or by clicking on the "ACCEPT" or "Sign Up Now" button when creating a new account, You agree to and accept ALL of the terms and conditions stated herein and acknowledge that you have read and understand them.

GENERAL TERMS APPLICABLE TO ALL PRODUCTS, RELATED SOFTWARE AND/OR SERVICES (PRODUCTS & SERVICES)

4. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or

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any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Service and comply with them.

To access the Website or Products and Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We may, without notice to you, at any time, revise these Terms and Conditions and any other information contained in this website. We may also make improvements or changes in the products, services, or programs described in this site at any time without notice.

5. General

This website contains proprietary notices and copyright information, the terms of which must be observed and followed.

The Company grants you a non-exclusive, non-transferable, limited permission to access and display the Web pages within this website and to use the Services provided you comply with these Terms and Conditions, and all copyright, trademark, and other proprietary notices remain intact and this Agreement has not been terminated and as long as you meet any applicable payment obligations. You are only granted the right to use the Website and Products and Services and only for the purposes described by the Company. The Company reserves all other rights in the website and Products and Services. You may only use a crawler to crawl this website as permitted by this website's robots.txt protocol, and the Company may block any crawlers in its sole discretion. The use authorized under this agreement is non-commercial in nature (e.g., you may not sell the content you access on or through this website.) All other use of this website is prohibited.

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You may not copy, modify, distribute, sell, or lease any part of our website or Products and Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

Except for the limited permission in the preceding paragraphs, the Company does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this website on another website or in any other media. Any software and other materials that are made available for downloading, access, or other use from this website with their own license terms will be governed by such terms, conditions, and notices. Your failure to comply with such terms or any of the terms on this site will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession, custody or control.

6. Disclaimer

From time to time, this website may contain technical inaccuracies or typographical errors, and we do not warrant the accuracy of any posted information. Please confirm you are using the most up-to-date pages on this website, and confirm the accuracy and completeness of information before using it to make decisions relating to services, products, or other matters described in this website.

7. Ownership of the Website

The website, any content on the website, and the infrastructure used to provide the website are proprietary to CovertTrack and our affiliates. By using the website and accepting these Terms and Conditions: (a) CovertTrack grants you a limited, personal, non-transferable, non-exclusive, revocable license to use the website as pursuant to these Terms and Conditions and to any additional terms and policies set forth by CovertTrack; and (b) you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell, or resell any content, software, merchandise, or services obtained from or through the website without the express permission of CovertTrack.

8. Registration

To register and become a "User" of the website and purchase or use Products and Services , you must be at least 18 years of age to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from using the website under the laws and statutes of the United States or other applicable jurisdiction.

When you register, with CovertTrack we may collect information such as your name and e-mail address. You can edit your account information at any time. Furthermore, the registering party

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hereby acknowledges, understands and agrees to:

a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and

b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, CovertTrack will have sufficient grounds and rights to suspend or terminate the User who is in violation of this aspect of the Agreement, and as such refuse any and all current or future use of CovertTrack Services, or any portion thereof.

It is CovertTrack priority to ensure the safety and privacy of all its visitors to the website and users of the Products and Services, especially that of children. Therefore, it is for this reason that the parents of any child under the age of 13 that permit their child or children access to the CovertTrack website or use of the products and services must create a "family" account, which will certify that the individual creating the "family" account is of 18 years of age and as such, the parent or legal guardian of any child or children registered under the "family" account. As the creator of the "family" account, he/she is thereby granting permission for his/her child or children to access the various Services provided through the website, including, but not limited to, message boards, email, and/or instant messaging. It is the parent's and/or legal guardian's responsibility to determine whether any of the services and/or content provided on the website are age-appropriate for his/her child.

A user will register on the app by clicking on "sign up", once there, the user will provide CovertTrack with his or her email address, first name, last name, password, and password confirmation.

9. Products and Services Usage

(a) TERMS OF USE.

CovertTrack reserves the right to modify this Agreement and its related Services from time to time. Your continued use of the Products & Services constitutes your acceptance and agreement to be bound by any such modifications. Requests initiated by Customer for refunds (or proration) due to early termination of a Service Plan, are handled on a case by case basis. CovertTrack may in its sole discretion determine if a refund is allowable and the appropriate refund amount. Monthly service fees are determined by the contract term. Shortening the contract term will increase the monthly fee. There are no refunds for services already used, for services terminated due to an illegal use of Products & Services, or arising out of a breach of contract.
You agree that CovertTrack shall not be bound by any representations made by third parties whose products, software or services are used in conjunction with CovertTrack Products & Services. Any statement of a general nature, which may be posted on CovertTrack's Web site or

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contained in CovertTrack's promotional materials, will not bind CovertTrack. CovertTrack may, at times, offer certain promotions with different charges and features. Such promotions may be discontinued at any time, without prior notice.

(b) ACKNOWLEDGMENT OF WARNINGS AND INSTRUCTIONS.

By using CovertTrack Products & Services You are agreeing that You have read and understand all related warnings, instructions and notices provided therewith or contained in this Agreement. Additionally, in the event You did not see the warnings, instructions and notices included with the Products & Services, You agree that You have reviewed and understood the warnings available on the CovertTrack Website for the Products & Services you are using. Further, *You have provided access and/or discussed those warnings and instructions with any parties to whom You have provided access to or use of the Products & Services*. CovertTrack disclaims any liability for Your failure to read or follow warnings, instructions and notices.

Batteries Replacement Warning:

Because tracking devices can be subject to extreme temperatures, water, vibration & shock during use, it is critical for battery safety, warranty, and operational purposes that the devices are inspected, serviced, and their batteries are replaced on an annual basis **by the manufacturer**. Please contact us at 480-661-1916, or at admin@gpsintel.com, to make arrangements for maintenance and battery replacement.

Do not replace batteries in your tracking devices. **Only CovertTrack technicians may replace Your device's batteries.** Failure to follow the above warnings may result in fire, explosion, injury or death and may void any warranty. CovertTrack is not responsible for maintaining or inspecting the Products, including batteries replacement, and will not initiate such inspections unless and until requested by You. Inspections are provided free of charge by CovertTrack, however, You are responsible for any shipping costs and for contacting CovertTrack in advance for details related to sending in Products for inspection. You are solely responsible for Product maintenance and ensuring Products are sent in for inspection on a timely basis.

The free portion of the service includes, and is limited to: visually & electronically inspecting the device for any damage or maintenance issues, replacing any worn or broken seals, upgrading firmware to the most recent version, testing the device to ensure it is tracking properly. The service is provided as a customer courtesy, and does not act as an additional guaranty or warranty for the device. These terms and conditions may be changed without any notice or obligation to the customer at any time by the manufacturer and additional terms or conditions may apply.

(c) TERMS OF USAGE & SERVICE.

Subject to the terms and conditions of this Agreement, CovertTrack shall attempt to provide, **but cannot guarantee**, GPS Related Services twenty-four (24) hours a day, seven (7) days a week

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throughout the term of this Agreement. Customer **understands and agrees that CovertTrack DOES NOT ACCEPT ANY LIABILITY for temporary interruptions affecting Products & Services or for access outages. Customer understands and accepts that from time to time, without notice, the services may be inaccessible or Products may be inoperable for a variety of reasons, many of which may be outside of CovertTrack's control**, including, without limitation: (i) Product damage or malfunctions; (ii) periodic maintenance procedures or initiated by which CovertTrack or third-party service provider may undertake; or (iii) causes beyond the control of CovertTrack or which are not reasonably foreseeable by CovertTrack, including, without limitation to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures, and You shall not be entitled to any offset, proration, discount, refund or other credit.

Customer agrees and understands that CovertTrack has no control over the continuous or uninterrupted availability of tracking services. Any break in service known to CovertTrack will be communicated to the Customer as soon as possible, but no guarantees are made that such a notice will be received by You.

In the event that a scheduled interruption is necessary, CovertTrack will notify the Customer with as much advance notice as possible.

In the event that a break in service or problem with product functioning occurs due to forces beyond CovertTrack's control, CovertTrack will attempt to notify Customers using reasonable means (such as posting information on CovertTrack's Website) and will make efforts to re-establish service. CovertTrack cannot guarantee that services will be re-established in a timely manner. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor dispute, act of God or any other cause beyond the control of either party, that party shall be excused from any obligation to the extent that the party was prevented, hindered or delayed by such cause.

(d) NO UNLAWFUL CONDUCT OR IMPROPER USE.

As a condition of Your use of CovertTrack's Products & Services and Products and Services offered by third party merchant's and manufacturers (CovertTrack's Products & Services and Products and Services offered by third party merchant's and manufacturers are referred to in this paragraph only as the "Services") You agree not to use the Services for any unlawful purpose or in any manner prohibited by these terms and conditions. You agree to comply with all local, state, federal and international laws, as well as all government rules or requirements applicable to the purchase, transfer, or use of the Services. You will not be entitled to a refund of any amount paid to CovertTrack due to CovertTrack's decision to take corrective action in order to rectify Your improper or illegal use of the Services. CovertTrack reserves the right at all times to disclose any information as CovertTrack deems necessary to satisfy any applicable law, regulation, legal process or governmental request. CovertTrack reserves the right at all times to edit, refuse to post, or to remove any information or materials, in whole or in part, in

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CovertTrack's sole discretion. You agree that your information and tracking records may be released to any law enforcement officer or agency requesting information as part of an active investigation regarding Your possession or use of the Services without a Subpoena or Warrant.

If You have purchased the Services, CovertTrack has no obligation to monitor Your use of the the Services. CovertTrack reserves the right to review Your use of the Services and to cancel the the Services in its sole discretion. CovertTrack reserves the right to terminate Your access to the the Services at any time, without notice, with the limitation on your damages being a refund for unused Services. All refunds are subject to the terms stated in **Section 1: Terms of Use**, above.

CovertTrack reserves the right to terminate Services if Your usage of the Services results in, or is the subject of, legal action or threatened legal action, against CovertTrack or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be meritless. CovertTrack may review every account for excessive storage space and/or bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

Customer agrees to be solely responsible for obtaining proper authorization/consent to track person(s), vehicles, or assets and agrees to abide by all state and federal laws concerning the use of tracking devices. Customer agrees to indemnify and hold CovertTrack, and its subcontractors, Members, Officers and Employees harmless from any and all costs and expenses regarding any claim(s) arising from unauthorized tracking or other use of the Products & Services purchased or controlled by Customer. Customer is urged to seek independent legal advice to ensure that Customer knows the applicable laws regarding the possession, use, and transfer of tracking devices. Laws can vary from State to State, and Country to Country, regarding the permitted use of CovertTrack's Products and Services.
WARNING: VEHICLES TEND TO MOVE IN UNEXPECTED WAYS. YOUR USE OF COVERTTRACK'S PRODUCTS AND SERVICES MAY BE LAWFUL IN ONE JURISDICTION, BUT ILLEGAL IN ANOTHER JURISDICTION. IF A VEHICLE CROSSES JURISDICTIONAL LINES, YOUR USE MAY SUDDENLY BECOME ILLEGAL.

(e) **Acceptable Use Policy**

All website users are responsible for complying with all applicable laws in the United States in their use of the website.

- **<u>Prohibited Activities</u>**

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You ***may not use*** the Website or Products and Services for activities that:

violate any law, statute, ordinance or regulation anywhere in the entire world.
relate to transactions involving (a) narcotics, steroids, certain controlled substances or other merchandise that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial intolerance or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law.
Relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, layaway systems, offshore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the Manufacturer has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveler's checks or money orders, (h) involve currency exchanges or check cashing businesses, (i) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (k) involve offering or receiving payments for the purpose of bribery or corruption or (l) involve the sales of merchandise or services identified by government agencies to have a high likelihood of being fraudulent.

User acknowledges and agrees that the Products and Services provided and made available through our Website that are created by CovertTrack are the sole property of CovertTrack. At its discretion, CovertTrack may offer additional Services and/or merchandise, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or merchandise and any and all updated, modified or revised Services unless otherwise stipulated. CovertTrack does hereby reserve the right to cancel and cease offering any of the aforementioned Product and Services. User acknowledges, accepts and agrees that

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CovertTrack shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our website and Products and Services. Your continued use of the website and Products and Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided website and products and services forthwith.

Furthermore, User understands, acknowledges and agrees that the website is provided "AS IS" and as such CovertTrack shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

10. User's Conduct on the website

As a User using the website, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of **corporate.coverttrack.com** and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our website, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by CovertTrack on the website.

Furthermore, you herein agree not to make use of the website for the purpose of:

a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;

b) causing harm to minors in any manner whatsoever;

c) impersonating any individual or entity, including, but not limited to, any dba CovertTrack, officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;

d) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;

e) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or

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intellectual rights of any other party;

f) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;

g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;

h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;

i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;

j) interfering with or disrupting any website Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;

k) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;

l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Immigration Nationality Act;

m) "stalking" or with the intent to otherwise harass another individual; and/or

n) collecting or storing of any personal data relating to any other user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

CovertTrack herein reserves the right to pre-screen, refuse and/or delete any content currently available through our website. In addition, we reserve the right to remove and/or delete any such content that would violate the Terms and Conditions or which would otherwise be considered offensive to other visitors and Users.

CovertTrack herein reserves the right to access, preserve and/or disclose User account

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information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

a) compliance with any legal process;

b) enforcement of the Terms and Conditions;

c) responding to any claim that therein contained content is in violation of the rights of any third party;

d) responding to requests for customer service; or

e) protecting the rights, property or the personal safety of the website, its visitors and users, including the general public.

CovertTrack herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by CovertTrack or any other content providers supplying content services to CovertTrack. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules on our website. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our website, despite whether done so in whole or in part, is expressly prohibited.

11. NO MODIFICATION OF PRODUCTS OR SOFTWARE.

Customer agrees not to remove or alter any equipment or software provided by CovertTrack ***including removal of the SIM card from the tracking device***. Customer will be billed, and agrees to be responsible for, any and all charges associated with the use of Customer's SIM card, including charges resulting in an alteration of the SIM card, as well as charges related to the use of the SIM card with another device (i.e., using it with a device other than the one registered with the CovertTrack Website).

12. ACCOUNT SECURITY.

You are responsible for maintaining the confidentiality of Your customer number/login, password and any related information. You agree to be solely responsible for any and all activities that occur under Your account. You agree to notify CovertTrack immediately of any unauthorized use of Your account or any other breach of security relating to your possession, use, or transfer of CovertTrack's Products and Services. You agree that to the extent permitted by law, CovertTrack will not be liable for any loss that You may incur as a result of someone

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else using Your account access information, either with or without Your knowledge. You further agree You will be responsible for losses incurred by CovertTrack due to someone else using Your account access information.
For security purposes, You should keep account access information in a secure location and take precautions to prevent others from gaining access to Your account access information. CovertTrack specifically disclaims liability for any of Your account activity, whether authorized by You or not.

13. ACCURATE INFORMATION.

You agree and represent that You have provided, and at all relevant times will provide, CovertTrack with accurate and complete information and that You will notify CovertTrack within five (5) business days of any changes to the information You provided as part of the application and/or registration process. Failure by You, for whatever reason, to comply with the foregoing obligation or to respond within five (5) business days to any written inquiries made by CovertTrack to determine the accuracy of information provided by You will constitute a material breach of this Agreement.

You agree that CovertTrack may use and rely on any information provided by You for any purpose in connection with Your use of the Products and Services, subject to CovertTrack's Privacy Policy (See Section 9, below). If You provide any information that is false, misleading or incomplete, or if CovertTrack has reasonable grounds to suspect that Your information is misleading or incomplete, CovertTrack has the right, in its sole discretion, to terminate its Products & Services and close Your account. You agree to indemnify and hold CovertTrack harmless from and against any damage, loss or expense incurred by CovertTrack as a result of your breach of the foregoing obligations. Further, CovertTrack may investigate any account, without notice, in order to respond to credit card disputes or inquiries from law enforcement.

14. FEES AND PAYMENT.

As consideration for the Products & Services purchased by and provided to You by CovertTrack, You agree to pay CovertTrack in accordance with this Agreement and your services plan that you selected ("Service Plan"). Your Service Plan will specify the initial contract term, the monthly fee, the Products and Services covered, and other payment and terms of service. Upon expiration of the initial term, Your contract will be renewed and continue on a month-to-month basis. Prior to the expiration of the initial term, We will send You an estimate for an additional term. If You do not cancel a Service Plan by sending a timely cancellation notice, the invoiced term will begin and your payment authorization on file will be used to complete payment. **If Your cancellation notice is not received before the end of Your current term, we reserve the right to renew or terminate the Service Plan**.

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YOU UNDERSTAND THAT COVERTTRACK EQUIPMENT AND DEVICES MAY NOT WORK IN COMBINATION WITH THIRD-PARTY SOFTWARE OR SERVICES.

If You do not receive an invoice, the Service Plan will be automatically renewed and you will be billed on a month-to-month basis until you send to us a cancellation notice as set forth herein. Cancellation notices must be received at least ten (10) days prior to the end of the monthly billing cycle or the end of the current Service Plan commitment in order to prevent you from being charged for an additional month of service.

Email cancellation notices must be sent to info@coverttrack.com, and written cancellation notices must be sent to CovertTrack a 3SI Company, 101 Lindenwood Dr, Suite 200, Malvern PA 19355. All cancellation notices must include the email address and tracking device serial number that is associated with the Service Plan you wish to cancel. Unless otherwise agreed in writing, all fees for the initial and any renewal contract term are due prior to the beginning of the service term and **are subject to the refund policy stated in Section 1: Terms of Use, above**. If Your Services are suspended, terminated, or transferred prior to the end of the service term as a result of Your breach of, or otherwise pursuant to, this Agreement, You are not entitled to a refund. CovertTrack expressly reserves the right to modify pricing for any renewal term through email notification or by posting to its Web site **at least thirty (30) days prior to the pricing change**.

Payment may be made by You through your valid credit card, debit card, through an ACH transfer (collectively, electronic funds transfer, hereinafter "**EFT**"), or with an online check or personal check.

Payment Authorization. You hereby authorize, and agree to the following terms for any EFT charges:

1. You authorize CovertTrack, on the scheduled payment dates, to initiate an EFT from Your account, or any successor or replacement account, for any and all amounts due under this Agreement and Your Service Plan. If Your card or account expires or the account(s) on file are no longer valid, You agree to notify CovertTrack promptly of Your new card or account information.
2. Your authorization will remain in effect until cancelled by CovertTrack, or by You. You may amend or cancel your EFT authorization by providing notice to CovertTrack at **cancel@coverttrack.com** and specifying the alternate manner of payment or cancellation terms (i.e., date of cancellation). Even after Your notice of cancellation, You authorize CovertTrack to receive payment from Your account (i.e., continue EFT) for any balance owed under this Agreement and/or Your Service Plan until paid in full.
3. For EFT charges only, You understand that if any monthly charge to Your account is more than three times the average monthly charge amount over the last twelve (12) months, CovertTrack will notify You at least ten (10) days in advance of the EFT. You may request that CovertTrack notify You before every EFT.
4. If Your EFT is rejected or returned unpaid for any reason, You authorize CovertTrack to resubmit it for payment one time. If amounts You owe to CovertTrack are not paid because an

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EFT does not go through for any reason, Your failure to pay those amounts may result in the suspension or termination of services.
5. You may stop any EFT by notifying CovertTrack at least five (5) business days before the scheduled date of the transfer.
All non-sufficient funds ("NSF") checks will result in a $25.00 NSF fee, which will be due and payable to CovertTrack within 30 days after the NSF notice was issued by Your bank.
Unless otherwise agreed in writing, You will be billed in advance for the initial contract term of Your Service Plan and any renewed or additional contracts (hereinafter collectively, **Contract Term**). Pro-ration or refunds for cancellations before the end of the Contract Term will be determined in accordance with **Section 1: Terms of Use**, above. Monthly service fees are determined by the contract term, shortening the contract term will increase the monthly fee. There are no refunds for services already used. Once an account is established, billing is performed ten (10) days before the beginning of the next service period, unless paid in advance. Cancellation requests must be received by CovertTrack at least ten (10) days prior to the beginning of the billing cycle to prevent You from being charged for an additional month of services. (See Cancellation procedure, above.)
If You agreed to a monthly payment plan or Your Service Plan has converted to a monthly payment plan after your initial Contract Term, Your monthly billing date will be determined based on the day of the month You purchased the Service Plan unless that date falls after the 28th of the month, in which case Your billing date will be the 28th of each month.
Customer's failure to pay any fees when due shall be considered a material breach of this Agreement, and CovertTrack may, in addition to any rights available to it at law or in equity, do any or all of the following: (i) assess late charges of one and one-half percent (1.5%) per month or the maximum allowable under the law, whichever is less, (ii) suspend performance of services and terminate the Agreement without penalty; or (iii) require advance payments for all future services. Suspension or termination of services will not relieve Customer from paying past due fees plus late charges. In the event collection efforts are necessary, Customer shall be liable for any of CovertTrack's actual costs as a result of such collection, including but not limited to, legal costs, attorneys' fees, court costs, and collection agency fees. Upon Customer account suspension for non-payment, Customer will be charged a re-activation fee after all past due balances have been settled if Customer wishes to resume the Services Plan.

15. USE WITH YOUR MOBILE DEVICE

Use of the Website and Products and Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.
COVERTTRACK MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

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1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
2. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

16. Interstate Communication

Upon registration, you hereby acknowledge that by using the website to send electronic communications, which would include, but are not limited to, email, searches, instant messages, uploading of files, photos and/or videos, you will be causing communications to be sent through our computer network. Therefore, through your use, and thus your agreement with the Terms and Conditions, you are acknowledging that the use of the website may result in interstate transmissions.

17. Cautions for Global Use and Export and Import Compliance

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (Export Administration Regulations), as well as the sanctions control program of the United States (Sanctions Control Program). Furthermore, you state and pledge that you:

a) are not on the list of prohibited individuals which may be identified on any government export exclusion report nor a Member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;

b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;

c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and

d) agree not to post, transfer nor upload any software, technology or any other technical data

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which would be in violation of the U.S. or other applicable export and/or import laws.

18. Content Placed or Made Available On The Website

CovertTrack shall not lay claim to ownership of any content submitted by any visitor or User, nor make such content available for inclusion on our website. Content may include photos, audio, video and/or graphics. Therefore, you hereby grant and allow for CovertTrack the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

a) The content submitted or made available for inclusion on the publicly accessible areas of the CovertTrack website, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our website is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a User, and shall terminate at such time when you elect to discontinue your Usership.

b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of the website, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our Services is for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a User and shall terminate at such time when you elect to discontinue your Usership.

c) For any other content submitted or made available for inclusion on the publicly accessible areas of the website, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Users (“You”) represent to CovertTrack and unconditionally guarantee that the User Content, including any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CovertTrack for inclusion in the website are owned by you, or that you have permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend CovertTrack from any claim or suit arising from the use of such elements furnished by you.

You represent and warrant that (a) the User Content does not and shall not contain any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, regulation or right of any third party, including, without limitation, export laws, or any proprietary, contract, moral, or privacy right or any other party right, and (b) You own the User Content or otherwise have the right to use the User Content.

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Those areas which may be deemed "publicly accessible" areas of the website are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to Users.

19. Contributions to the Website

The Website may provide an area for our users to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our site, you acknowledge and agree that:

a) your contributions do not contain any type of confidential or proprietary information;

b) CovertTrack shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;

c) CovertTrack shall be entitled to make use of and/or disclose any such Contributions in any such manner as it may see fit;

d) the contributor's Contributions shall automatically become the sole property of CovertTrack; and

e) CovertTrack is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

20. Commercial Reuse of The Website

The User herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to the Website.

21. MODIFICATIONS

CovertTrack shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently any part of our website thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of any Services contained on our website, or any part thereof.

22. TERMINATION

As a User you may cancel or terminate your account, associated email address and/or access to our website and Services by submitting a cancellation or termination request to: admin@coverttrack.com and not accessing the website ever again.

As a User, you agree that CovertTrack may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to our Services. The cause for such termination, discontinuance, suspension

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and/or limitation of access shall include, but is not limited to:

a) any breach or violation of our Terms and Conditions or any other incorporated agreement, regulation and/or guideline;

b) by way of requests from law enforcement or any other governmental agencies;

c) the discontinuance, alteration and/or material modification to our website, or any part thereof;

d) unexpected technical or security issues and/or problems;

e) any extended periods of inactivity;

f) any engagement by you in any fraudulent or illegal activities; and/or

g) the nonpayment of any associated fees that may be owed by you in connection with your use of the Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with CovertTrack shall include any and/or all of the following:

a) the removal of any access to all or part of the website or Services offered by CovertTrack;

b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and

c) the barring of any further use of all or part of our website or offered Services.

23. ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our website, which may include the payment and/or delivery of such related merchandise, goods or services from Merchants advertising on the website, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser or Merchant. Moreover, you herein agree that CovertTrack shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers or Merchants on our website.

24. LINKS

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Either CovertTrack or third parties may provide links to other websites and/or resources maintained by parties other than CovertTrack ("Third Party Websites"). These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. If you decide to access any third party websites maintained by other parties, you do so at your own risk. Thus, you acknowledge and agree that CovertTrack is not responsible for the availability of any such external third party websites or resources, and as such, we do not endorse nor is CovertTrack responsible or liable for any content, merchandise, advertising or any other materials, on or available from such third party websites or resources. Furthermore, you acknowledge and agree that CovertTrack is not responsible or liable, directly or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use of or reliance on any content, merchandise or services available on or through any such linked third party website or resource.

25. PROPRIETARY RIGHTS

You do hereby acknowledge and agree that the website and any essential software that may be used in connection with our website ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our website or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by CovertTrack or such applicable licensor, you agree not to alter, copy, reverse engineer, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform or create any works of any kind which are based on the website (e.g. Content or Software), in whole or part.

The website herein has granted you personal, non-transferable and non-exclusive rights and/or license to make use of the object code of our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our website. Lastly, you also agree not to access or attempt to access our website through any means other than through the interface which is provided by CovertTrack for use in accessing our website.

26. Infringement Reporting Procedures and Digital Millennium Copyright Act (DMCA) Procedures

- Infringement Reporting Procedures. If you own copyright, trademark, patent, or other

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intellectual property rights ("IP Rights Owner"), or if you are an agent authorized to act on the IP Rights Owner's behalf ("Authorized Agent"), and you have a good faith belief that material, ads or merchandise on the website infringes upon any IP Rights, copyright, trademark, or other intellectual property rights, and you would like to bring it to CovertTrack's attention, you can report your concern(s) by submitting your complaint here.

- DMCA Procedures. CovertTrack reserves the right to terminate your, or any third-party's, right to use the website if such use infringes the copyrights of another. CovertTrack may, under appropriate circumstances and at its sole discretion, terminate your, or any third-party's, right to access the website, if CovertTrack determines that you are, or a third-party is, a repeat infringer. If you believe that any material has been posted via the website by any third-party in a way that constitutes copyright infringement, and you would like to bring it to CovertTrack's attention, you must provide CovertTrack's DMCA Agent identified below with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the website of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) your name and contact information, including, without limitation, telephone number and email address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.
- The CovertTrack Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

  Mailing Address:

  CovertTrack Group, Inc. 15600 N. 78th Street, Scottsdale, Arizona 85260

27. PRIVACY POLICY.

To serve You as a customer, we will collect Your information such as name, street address, email address, and phone number. We collect this information in person, by telephone, by mail, e-mail or on our Web site through your use of CovertTrack's Products & Services. CovertTrack will not sell or provide this information to any third party without Your consent with the exception of a valid request from law enforcement agencies or in response to a valid subpoena or court order. However, Customer understands that privacy cannot be guaranteed on telephone, cable, or computer systems, and Customer agrees that CovertTrack is not liable to Customer for any claims, losses, damages or costs incurred as a result of CovertTrack's dissemination of Customer's private information, whether intentional or accidental. Customer consents to permit CovertTrack to use Customer data obtained by CovertTrack from any source (hereinafter, **Customer Data**) to administer Services, offer new products or services, enforce the terms of this Agreement, prevent fraud, or respond to regulatory and/or legal requirements. Customer agrees that CovertTrack may contact Customer by telephone, facsimile, e-mail, or other internet

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facilities with respect to the Products & Services provided under this Agreement, as well as in relation to new offerings of Products & Services that CovertTrack may make available in the future. Customer further understands and agrees that in conjunction with employee training, quality control and the provision of Products & Services, CovertTrack may monitor and/or record video and audio related to Customer Data, as well as monitor and/or record conversations with Customer, Customer's employees, agents, emergency services providers, and law enforcement personnel.

28. SURVIVAL.

Sections 29, 30, 31, 32, 33, 34 and 35 shall survive any termination or cancellation of this Agreement.

29. DISCLAIMER OF WARRANTIES

As permitted by applicable law and except as may be provided in CovertTrack's Limited Warranty, you hereby expressly agree that CovertTrack, its suppliers and licensors do not warrant that any goods, products or services sold or advertised by any third-party merchant on the website, no matter how it may appear related to CovertTrack's Products & Services are free from defects. **CovertTrack also does not warrant that the merchants' descriptions of all products, goods and services are reliable, accurate or complete and CovertTrack also does not warrant or guarantee any results obtained by Customer's use of any products, goods and services advertised or sold by any third party merchants on the website.**

CUSTOMER EXPRESSLY AGREES THAT ALL PRODUCTS, GOODS AND SERVICES SOLD OR ADVERTISED BY ANY THIRD PARTY MERCHANT OR MANUFACTURER ON THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE WARRANTY LIMITATIONS IN THIS SECTION ARE NOT INTENDED TO LIMIT ANY WARRANTY PROVIDED DIRECTLY BY AND THROUGH A THIRD PARTY MERCHANT OR MANUFACTURER. CUSTOMER HEREBY EXPRESSLY AGREES THAT ALL MERCHANTS AND MANUFACTURERS ARE SOLELY RESPONSIBLE TO SETTLE ALL DISPUTES AND PAY ALL CLAIMS, COSTS AND DAMAGES FOR ANY LOSSES OR INJURIES OF ANY KIND SUFFERED BY CUSTOMER RELATED TO ANY PRODUCTS, GOODS AND SERVICES PURCHASED BY CUSTOMERS FROM MERCHANTS AND MANUFACTURERS ON THE WEBSITE AND THAT COVERTTRACK HAS NO LIABILITY WHATSOEVER WITH REGARD TO ANY TYPE OF DISPUTE, ISSUES OR CLAIMS OF DAMAGES RELATED TO THE SALE

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OF ANY GOODS, PRODUCTS AND SERVICES SOLD OR ADVERTISED BY ANY THIRD PARTY MERCHANT OR MANUFACTURER ON THE WEBSITE.

ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED HEREIN ARE PROVIDED "AS IS," WITH NO WARRANTY UNLESS SPECIFIED IN WRITING IN A SPECIFIC PRODUCT OR SOFTWARE MANUAL. Except as otherwise specified in writing, CovertTrack, its suppliers and licensors, expressly disclaim to the fullest extent permitted by law, all express, implied and statutory warranties, including without limitation, the warranties of merchantability, or fitness for a particular purpose.

Customer understands and agrees that: (a) GPS technology relies upon multiple independent factors beyond CovertTrack's control, including satellites, cell towers and independent service providers, (b) CovertTrack cannot guarantee that interruptions or errors will not occur and thus, no warranty express or implied is given that the Products & Services will operate without interruptions, will operate at a particular speed (upload or download), or that it cannot be compromised or rendered inoperable; (c) CovertTrack has no control over third-party network sites you may access in the course of Your use of the Products & Services and CovertTrack assumes no responsibility/liability for third-party websites; (d) You download or otherwise obtain data through the use of the Products & Services at your own discretion and risk and you will be solely responsible for any damages to Your computer system or loss of data that results from such downloads; (e) the amount You paid to CovertTrack represents the value of the Products & Services alone and not the value of any property or persons You track; and (f) CovertTrack is not an insurer of property or people, and You are solely responsible for providing any liability, life, health or disability insurance for any property and persons that are tracked using CovertTrack's Products & Services.

30. Disclaimer of Warranties Relating to the Website

We try to keep the website up and running and free of annoyances. But we make no promises that we will succeed.

THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE COVERTTRACK ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE WEBSITE WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE WEBSITE WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY COVERTTRACK CONTENT, USER CONTENT, THIRD PARTY CONTENT, MATERIALS OR INFORMATION YOU OBTAIN ON OR THROUGH THE WEBSITE WILL BE TIMELY OR ACCURATE.

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COVERTTRACK TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT OR MATERIALS OF ANY KIND THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR WEBSITE. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH COVERTTRACK WILL BE RESPONSIBLE FOR.

COVERTTRACK DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY, OR USEFULNESS WITH RESPECT TO COVERTTRACK'S WEBSITE, OR INFORMATION CONTAINED ON THE WEBSITE INCLUDING ANY THIRD PARTY SITES OR THIRD PARTY LINKS.

TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

31. DATA RECOVERY CHARGE

CovertTrack will attempt to retain all data for a period of one (1) year from the date the data entered our system, but only for accounts that are paid in full and have a current subscription to a Service Plan. CovertTrack charges $1,500.00 to attempt to recover deleted data (e.g., data that was deleted by a customer or from accounts that were terminated, closed, or suspended).

32. LIMITATION OF LIABILITY

AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COVERTTRACK, ITS SUBSIDIARIES OR AFFILIATES OR ANY OF ITS RESPECTIVE EMPLOYEES, OWNERS, OFFICERS, DIRECTORS, AGENTS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, EXEMPLARY, INDIRECT, RELIANCE, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION, BUSINESS OPPORTUNITIES, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR ANY PERSONAL OR CUSTOMER DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION, IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS, BODILY HARM, EMOTIONAL DISTRESS OR LOSS OF LIFE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY OF THE FOLLOWING: (A) YOUR PURCHASE OF AND USE OF ANY GOODS, PRODUCTS OR SERVICES ADVERTISED ON THE WEBSITE; (B) THE CONTENT AND USER CONTENT INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INFORMATION, AND ANY OTHER INFORMATION EITHER AVAILABLE OR DISPLAYED ON THE WEBSITE OR SUBMITTED BY YOU TO THE WEBSITE; (C) YOUR INABILITY TO USE THE WEBSITE; (D) MODIFICATION OR REMOVAL OF CONTENT SUBMITTED ON THE WEBSITE; (E) THE MERCHANDISE, PRODUCTS, GOODS AND SERVICES OFFERINGS AVAILABLE OR

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CONTAINED ON ANY THIRD PARTY WEBSITES; (F) THESE TERMS AND CONDITIONS; OR (G) ANY IMPROPER USE OF INFORMATION YOU PROVIDE TO COVERTTRACK INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INFORMATION. COVERTTRACK WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE WHICH INCLUDES ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. THE LIABILITY LIMITATIONS IN THIS SECTION ARE NOT INTENDED TO LIMIT ANY WARRANTY PROVIDED DIRECTLY BY A MERCHANT OR MANUFACTURER, NOR ARE THEY INTENDED TO LIMIT REMEDIES YOU MIGHT HAVE FOR MERCHANDISE, GOODS, PRODUCTS AND SERVICES RELATED TO ANY INJURIES CAUSED SOLELY BY THE FAULT OR NEGLIGENCE OF A MERCHANT, MANUFACTURER OR THIRD PARTY. IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION OR ARBITRATOR AND COVERTTRACK BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED COVERTTRACK'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF $1,500 OR TWELVE (12) TIMES THE MONTHLY SERVICES FEE AND THIS SHALL BE YOUR SOLE REMEDY REGARDLESS OF THE LEGAL THEORY OF LIABILITY (e.g., contract liability, negligence, breach of warranty, product liability, etc.) ALLEGING THAT COVERTTRACK WAS LIABLE FOR AN INJURY OR LOSS.

TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

Under no circumstances shall CovertTrack, its suppliers or its licensors be liable to You, any user, or any third party on account of Your, or that party's use or misuse of, or reliance on, the data obtained from the use of the Products & Services or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission, or any failure of performance.

Under no circumstances shall CovertTrack, its suppliers or its licensors be liable to You, any user, or any third party on account of an inability to use any Products & Services, or from the interruption, suspension, or termination of any related services, or from Your reliance on or use of the information obtained by Your use of the Products & Services. CovertTrack, its suppliers or licensors shall not be responsible for the cost of procurement of substitute goods or services, lost profits, lost property, injury or lost data resulting from Your use of the Products & Services.

Without limiting the foregoing, under no circumstances will CovertTrack its suppliers, or licensors, be liable for any delay or failure in performance resulting from forces or causes beyond its reasonable control, including without limitation, internet failures, computer failures, any type of equipment failure, act of God, act of governments, order from a domestic or foreign court or tribunal, or environmental condition.

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You acknowledge and agree that without the foregoing exclusions and limitations of liability, CovertTrack would not be able to offer the website or any products and services, and that such exclusions and limitations of liability shall apply, even if they would cause user's remedies under this agreement to fail of their essential purpose.

33. Applicable Law

By using the website and applicable Services you agree that the laws of the State of Arizona without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Us.

34. Disputes

Any claim, controversy or dispute that arises between the parties, their agents, employees, officers, directors or affiliates (hereinafter collectively, "Dispute") that the parties are unable to settle through informal negotiation shall be mediated under the Commercial Mediation Rules of the American Arbitration Association ("AAA") by a mutually acceptable mediator. Any Dispute that cannot be resolved through negotiation or mediation shall then be resolved by binding arbitration. The arbitrator will be selected in accordance with AAA procedures from a list of qualified arbitrators maintained by the AAA, who will conduct the arbitration in accordance with the rules of the AAA then in effect, except as otherwise provided in this Agreement. Any arbitration will be conducted in Phoenix, Arizona and all expedited procedures prescribed by the AAA rules will apply.

YOU AND COVERTTRACK AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.

THE ARBITRATOR SHALL APPLY ARIZONA LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS IN MARICOPA COUNTY, ARIZONA.

If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules.

35. Indemnification

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Customer agrees to indemnify and hold CovertTrack harmless, including its affiliates, directors, officers, agents, licensees, employees and contractors, from any claim, liability, loss, damage, cost or expense (including, without limitation, suits, judgments, litigation, costs and attorney's fees of every kind and nature) arising out of or related to: (i) Customer's breach of this Agreement; (ii) any negligence or willful misconduct of Customer; (iii) any action or conduct of CovertTrack undertaken pursuant to this Agreement at the direction of the Customer (iv) any use of the Products & Services, or (v) from any actions taken in connection with the use of the Products & Services, in particular, but not limited to, any claim arising from a violation of any third party's rights, violations of law, or a breach of the Agreement. **Customer also agrees to indemnify and hold CovertTrack, and its subcontractors, Members, Officers and Employees harmless from any and all costs and expenses regarding any claim(s) arising from unauthorized tracking or other use of the Products & Services purchased or controlled by Customer.**

Customer agrees that CovertTrack shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to release CovertTrack from any claims of any parties suing through Your authority or in your name, such as Your insurance company, and, until released, You agree to defend CovertTrack against any such claim.

NOTICE! The use of this product may expose Your computer to an open network, which You agree to use at Your own risk. Any such network may not be SECURE. CovertTrack cannot and does not guarantee the privacy of Your data and communication while using its Products & Services or when using related software programs or the internet in connection with the use of its Products & Services.

There are potentially serious security issues with any computer connected to the internet without the appropriate protection and anti-virus software, ranging from viruses, worms and other programs that can damage the user's computer, to attacks on the computer by unauthorized or unwanted third parties. By using this product, You acknowledge and knowingly accept the potential risks of accessing the internet over an unsecured network to retrieve information related to the use of our Products & Services. It is recommended that users take steps to protect their own computer system, such as installing current anti-virus software and maintaining appropriate firewall protection. For further information on how to protect You on this open network, consult a security professional.

ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED HEREIN ARE PROVIDED "AS IS," WITH NO WARRANTY UNLESS SPECIFIED IN WRITING IN A SPECIFIC PRODUCT OR SOFTWARE MANUAL. Except as otherwise specified in writing, CovertTrack, its suppliers and licensors, expressly disclaim to the fullest extent permitted by law, all express, implied and statutory warranties, including without limitation, the warranties of merchantability, or fitness for a particular purpose.

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By entering into this Agreement, You represent to CoverTrack that You have authority to enter into and be bound by this Agreement on behalf of the Customer.

Consent to Electronic Contracting.

By using Our Products & Services, or by clicking "ACCEPT" or "Sign Up Now", Customer agrees to the terms and conditions above and consent to the use of an electronic contract instead of a paper-form contract, which can be mailed to Customer upon request by calling (480) 661-1916. Upon request this contract can be emailed to Customer in PDF format, which may be saved or printed. Customer understands that, even if Customer elects to proceed electronically, Customer may later call CovertTrack and request a printed copy of the contract for free.

The electronic signature contained hereon, which binds Customer to its terms, demonstrates Customer's continuing permission to the use of electronic signatures, which may be transmitted and delivered by fax, internet, or other electronic means, and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. Customer further agrees that this consent to the use of electronic contracting applies to this Agreement and all future communications from CovertTrack.

36. Force Majure

In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance.

37. Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

38. Entire Agreement

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The Terms and Conditions, including all documents expressly incorporated herein by reference, constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

39. Your Comments and Concerns

This website is operated by CovertTrack Group, Inc. 15600 N. 78th Street, Scottsdale, Arizona 85260.

All other notices, feedback, comments, requests for technical support, and other communications relating to the Website please contact us at: admin@coverttrack.com

Thank you for visiting the Website.

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EXHIBIT B
Services Agreement

SCOPE OF WORK
(5 pages)

COVERTTRACK GROUP, INC.

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EXHIBIT B

COVERTTRACK©
A 3SI Company

Product Information Pricing

Stealth V

STEALTH V - Verizon & ATT	$1,095.00
STEALTH V ADVANCED – Verizon & ATT	$1,495.00
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT	$600.00
HARDWIRE CABLE	$125.00
EXTENDED BATTERY PACK	$450.00

Xtreme 4G

Xtreme 4G - Verizon & ATT	$399.95
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT	$600.00

ToughTrack 4G

ToughTrack 4G - Verizon & ATT	$274.95
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT Tracking Service: Other (New & Renewal Service)	$600.00

MicroTracker 5

MicroTracker 5 – Verizon & ATT	$199.95
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT Tracking Service: MicroTracker (New & Renewal Service)	$360.00

CovertCam HD

CovertCam HD (Volume **discount** @ 3+ and 8+) *** Product includes 2 years of Airtime with Mapping & Support.)	$6,995.00
Discounts: CovertCamHD 3-7 systems CovertCamHD 8+ systems	 -$500.00 Per system -1,000.00 Per system
Tracking Service: Camera / Video (Renewal Service)	$420.00
CovertCam HD Install Training: Purchasing Agency – up to 4 Attendees Multi Agency – Includes up to 4 Attendees from Host Agency Additional Attendees	 $3,500.00 $2,800.00 $ 500.00 ea

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Surveillance Cell Phone App

SURVEILLANCE PHONE SINGLE PHONE LICENSE **	$1,995.00
SURVEILLANCE PHONE SHARED PHONE LICENSE *** Phone PFL 1 user Phone PFL 3 user Phone PFL 5 user Phone PFL 10 user Phone PFL 20 user	 $3,495.00 $8,160.00 $12,850.00 $24,200.00 $40,000.00
ADDITIONAL VIEWERS	$180.00 ea
ANNUAL LICENSE RENEWAL Phone App Phone PFL 1 user Phone PFL 3 user Phone PFL 5 user Phone PFL 10 user Phone PFL 20 user	 $720.00 $900.00 $2700.00 $4500.00 $7200.00 $10,000.00
**Includes GPS tracking & mapping service on CovertTrack.com with 10GB of Audio/Video database storage (approximately 48 hours) wih up to 3 viewers at a time. Application loaded on single phone only.	Customer must provide a Galaxy Series phone, as well as a data plan and a SIM card with static IP for data. New Purchase includes 1 years of Airtime with Mapping & Support.
*** Includes GPS tracking & mapping service on CovertTrack.com with 10GB of Audio/Video database storage (approximately 48 hours) with up to 5 viewers at a time. Application can be loaded on multiple phones, concurrent users up to the number of licenses.	Customer must provide a Galaxy Series phone, as well as a data plan and a SIM card with static IP for data. New Purchase includes 1 years of Airtime with Mapping & Support

ESO*pro* HC (HardCase)

ESO*pro* HC™ TRACKER - USB MODEL - Verizon & ATT	$565.00
ESO*pro* HC™ TRACKER - INDUCTIVE MODEL – Verizon & ATT	$565.00
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT	$360.00

ESO*pro* SC (Soft Case)

ESO*pro* SC™ TRACKER - USB MODEL - Verizon & ATT	$565.00
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT	$360.00

ESO*pro* Cash

ESO*pro CASH™ TRACKER* - Verizon, ATT, Canada	$565.00
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT	$360.00

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ESO*pro* Rx

ESO*pro Rx TRACKER* - Verzion, ATT & Canada	$565.00
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT	$360.00

ESO*pro* LightSensor

ESO*pro LS TRACKER* - Verizon & ATT	$565.00
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT	$360.00
Breakwire Kit	$70.00

ESO*pro* Cardboard Tracker

ESO*pro CB TRACKER* – Verzion & ATT	$565.00
1 YEAR AIRTIME & MAPPING & 24/7/365 SUPPORT	$360.00

Nema Box

Nema Box 1 Window System	$5,995.00
Nema Box 3 Window System	$5,995.00
View Commander Pro Plus Dongle & License	$665.00
Additional Camera License	$155.00

Street Light Camera

Street Light Camera	$5,995.00
View Commander Pro Plus Dongle & License	$665.00
Additional Camera License	$155.00

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Service Rates:

Once the agency reaches the quantity threshold of 10+ ***qualifying devices**** ~or~ 40+ ***qualifying devices**** the following discounted service rates apply:

10-39 Devices: 540.00 yr / 45.00mo

40+ Devices: 480.00 yr / 40.00mo.

*Qualifying devices:

- Stealth 5
- Xtreme
- Tough Track
- ProFleet
- Edge
- MicroTracker
- ESO
- Surveillance Phone App
- Covertcam HD

NOTE: The MicroTracker and ESO devices *are included in the count* of qualifying devices but *DO NOT* have a discounted service rate. Annual Rate remains $360.00 on these product lines.

CovertCam – $420.00 Annually Mapping & Support – beginning at yr 3. The first 2 yrs are included in the price of the camera system.

Surveillance Phone App – 720.00 Annual Mapping & Support Renewals – Beginning at yr 2. Initial yr of service included in the app purchase.

Repairs & Preventative Maintenance:

Preventative Maintenance

Stealth Devices are sold with 3Yrs of Preventative Maintenance.

Preventative Maintenance Includes:

Inspection, Firmware Updates, Gaskets, Housing, Cable Cap and Battery* Replacements – as needed based upon inspection.

Billable Repairs:

Battery Replacements	$85.00 *after initial 3Yr Maintenance or 1 battery replacement. Whichever comes first.*
PCB (Board) Replacement	$450.00

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Billable Repairs (cont.)

Replacement In Lieu of Repair**$595.00

Replacement – Lost/Damaged/Destroyed: $650.00

**(1) Battery per 3 Yr Period.*

***if device needs new PBC and Battery – Customer can replace the device in lieu of repair. Devices lost by the customer / found and destroyed by suspect / destroyed in the line of use do not qualify for Replacement in Lieu of Repair Pricing.*

Replacement devices are one for one – Stealth for Stealth.

Repairs and Preventative Maintenance Only apply to the Stealth Product line. All other product lines are replaced at the price noted in the above price sheet.

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EXHIBIT C
Services Agreement

COMPENSATION
(1 page)

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $116,184.80.

DETAILED PROJECT COMPENSATION

Tracker Airtime Costs:

• Two (2) existing Tracking Service Phone Applications, with an annual airtime renewal rate of $720.00 per tracker ($1,440.00 plus tax)

• One (1) existing Mirco-tracker Service, with an annual airtime renewal rate of $360.00 per tracker ($360.00 plus tax)

• Thirty-five (35) existing Tracking Service: Stealth Trackers with an annual airtime renewal rate of $480.00 per tracker ($16,800.00 plus tax)

•Two (2) existing Tracking Service: Stealth Trackers with an annual airtime renewal rate of $400.00 dollars per tracker ($800.00 plus tax)

With tax, the annual estimated cost for all airtime is $21,184.80 in year-one with an estimated cost of $25,000 dollars for airtime in year-two and year-three with a total esitmated cost of $71,184.80 for airtime for the term of the project

Tracker New Devices, Replacements, and Repairs:

•New devices, replacement trackers, services, and repairs are estimated to be $15,000 dollars per year or $45,000 dollars for the duration of the contract .