

## IKON TECHNOLOGIES CUSTOMER TERMS AND CONDITIONS

IKON TECHNOLOGIES and its affiliates provides GPS tracking, communication and marketing services to car dealership partners through a wireless/mobile network using GPS technology, cellular communications, emails, text messages and related technologies (collectively, the "Services"). In the process, IKON TECHNOLOGIES collects information that may without limitation include your vehicle's location, travel direction, mileage and other related information (the "Vehicle Information"). You, as a customer of the dealership that uses IKON TECHNOLOGIES GPS tracking services, have the opportunity access and receive Vehicle Information and communications regarding your vehicle. To do so, you must set up an account, access the Vehicle Information or request that IKON TECHNOLOGIES sends you alerts, communications or other notifications, or otherwise use or access the Services, as provided or licensed by IKON TECHNOLOGIES. By using or accessing any of the Services, you expressly agree to the collection, communication, logging, storing, sharing and utilization of your Vehicle Information by IKON TECHNOLOGIES' dealership partners, including without limitation the marketing of products and services as they see fit.

The communication of Vehicle Information and the Services may be collected or transmitted by text, email, through the IKON TECHNOLOGIES website, or by electronic, written, audio or other methods of communication. Because this information may be transmitted via wireless network, you agree that IKON TECHNOLOGIES isn't liable for any loss of privacy due to the Vehicle Information being communicated over these or other networks. You may opt-out of receiving communications from IKON TECHNOLOGIES by unsubscribing or updating your account preferences at any time. Message and data rates may apply for all text communications. More information is available in the IKON TECHNOLOGIES Consumer Privacy Policy.

IKON TECHNOLOGIES reserves the right to cancel your account and/or restrict or terminate your access to the Services and/or Vehicle Information at any time if you are found not to be eligible, if you violate or breach any of these terms, or for any other reason in IKON TECHNOLOGIES' sole discretion. There will be no refunds or prorations for prepaid services.

IKON TECHNOLOGIES reserves the right to change or terminate these terms and conditions with or without notice to you and without incurring any obligations, and any and all changes and/or amendments will become binding immediately. If you want to retain a copy, copy and paste and then save or print. If you do not agree to these terms and conditions, please do not use or access the Services or Vehicle Information.

IKON TECHNOLOGIES shall always have the sole and exclusive authority and control over the design, construction, development, management, operation and maintenance of the IKON TECHNOLOGIES properties, including the Services and Vehicle Information. IKON TECHNOLOGIES has the unilateral right without notice to discontinue, add, adopt or change any IKON TECHNOLOGIES properties, including but not limited to Services and/or Vehicle Information collection, logging, storing and sharing, as well as all activations, terminations, account maintenance, billings, collections and support.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services and/or Vehicle Information. Do not access your accounts or check text messages or other communication devices while operating the vehicle. You cannot use the Services or the Vehicle Information in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property, or Services.

IKON TECHNOLOGIES makes no warranty that the Services are available at all times or that the Vehicle Information is available or accurate at all times. Services (such as help with locating a stolen vehicle) may not be available unless the Services is properly activated, and it is your responsibility to make sure that the Services are activated and the information provided in the activation process is correct. IKON TECHNOLOGIES MAKES NO WARRANTIES EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS OR SERVICES, OR THE NETWORK, AND HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR NON-INFRINGEMENT.

IKON TECHNOLOGIES shall not be liable for any loss, injury or damage, of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays or interruptions in the receipt, transmission or storage of any data, signals or information arising out of or in connection with the Services or Vehicle Information. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IKON TECHNOLOGIES SHALL NOT BE LIABLE FOR PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF IKON TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER RESULTING FROM BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE. Notwithstanding the foregoing disclaimers of liability, in the sole event that IKON TECHNOLOGIES may be held responsible to any person for damages whatsoever, if any, the amount of damages awarded shall be limited to actual damages. You agree not to dispute IKON TECHNOLOGIES' claims of ownership or validity of its rights in or use of, including logging, collecting, sharing and storing the Vehicle Information.

By using or accessing the Services or Vehicle Information, agree to defend, indemnify and hold IKON TECHNOLOGIES harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorneys' fees and costs, resulting from, arising out of, or in any way connected with: (a) any acts, errors, omissions or breach of any warranty, representation, covenant or agreement contained herein; (b) the performance of any obligations hereunder;

(c) the negligence or willful misconduct of their respective employees or authorized agents; (d) any injury (including death) to a person or damages to property caused directly or indirectly by the acts or omissions of the other (e) and any claim for damages related to any delay in activating the Service or accessing the Vehicle Information.

In the event any dispute, claim or controversy of any kind as to the collection, logging, storing and sharing, or activations, terminations, account maintenance, billings, collections and support regarding the Vehicle Information, Services, or other properties of IKON TECHNOLOGIES including without limitation actions in contract, tort, statutory or common law, and legal or equitable relief (collectively a "Dispute") shall arise between the parties, such Dispute shall first be attempted to be resolved through mutual good faith negotiation, and if not so resolved,

then such Dispute shall second be submitted to mediation before a qualified mediator, and if not resolved by mediation, then third, such Dispute shall be submitted to binding arbitration pursuant to the Commercial Rules of the American Arbitration Association by one arbitrator designated in accordance with said rules who shall be entitled to issue equitable relief. Venue regarding any arbitration shall be in Arlington, Texas. Any arbitration award resolving any Dispute shall be enforceable by judgment of a court of competent jurisdiction. Should any arbitration result between the parties for the enforcement of any rights of either party against the other pursuant to the provisions of this Agreement or because of any alleged breach of any of the provisions of this Agreement, each party to the arbitration shall bear their own costs incurred regarding such arbitration, including reasonable and necessary attorney's fees.

The IKON TECHNOLOGIES name, and all trademarks and logos are owned or used under license by IKON TECHNOLOGIES. The unauthorized use of any trademark, service mark or copyright is strictly prohibited and remains the property of its legal owner.