



TERMS AND CONDITIONS

The following terms and conditions shall apply to sale of telematics goods and services, as defined in this Proposal, by ZTR Control Systems, LLC (hereinafter called "ZTR"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if Purchaser places a purchase order in response to this Proposal.

1. General

YOUR PURCHASE ORDER MUST REFERENCE THE PROPOSAL ASSOCIATED WITH THIS DOCUMENT. In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in purchase orders for Monitoring Devices or Telematics Services, or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by ZTR, the terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon ZTR unless made in writing and signed by a Vice President or President of ZTR.

2. Confidential Information

Except as expressly authorized by prior written consent of the disclosing party, the receiving party shall:

- a. Limit access to the other party's Confidential Information to employees, agents, representatives, and consultants who have a need-to-know in connection with its obligations under this Proposal and any resulting purchase orders.
- b. Not disclose the other party's Confidential Information to any third party, unless pursuant to valid legal or regulatory requirements, in which case the disclosing party shall provide written notice to the other party before producing such Confidential Information.
- c. Advise its employees, agents, representatives, and consultants having access to the other party's Confidential Information of its obligations under this Proposal and any resulting purchase orders.
- d. Safeguard the other party's Confidential Information using a reasonable degree of care, but at least the same degree of care used by it in safeguarding its own confidential information.
- e. Use the other party's Confidential Information only in connection with the performance of its obligations under this Proposal and any resulting purchase orders.
- f. Except as otherwise set forth in this Proposal, the Parties shall not disclose to any third party the terms and conditions of the Proposal and any resulting purchase orders without prior written consent of the other party.

Upon the expiration or sooner termination of this Proposal and any resulting purchase orders each party shall return or, if requested by the disclosing party, destroy and certify the destruction of, the other's Confidential Information.

Equitable Remedies. Each party acknowledges that if it breaches (or attempts to breach) or if its employees, agents, representatives, or consultants breach (or attempt to breach) the obligations set forth in this Section, the other party will suffer immediate and irreparable harm, it being acknowledged that legal remedies are inadequate. Accordingly, if a court of competent jurisdiction should find that any party has breached (or attempted to breach) any such obligations, such party shall not oppose the entry of an appropriate order compelling performance by such party and restraining it from any further breaches (or attempted breaches).

3. Quotations

Unless otherwise stated, the quotation from ZTR shall be null and void unless accepted in writing by Purchaser within sixty (60) days from the date of quotation.

4. Uses of Information

The Parties agree that Purchaser and/or its customers owns all rights and title to the Accumulated Data (as defined below). Purchaser hereby authorizes ZTR to collect and use the Accumulated Data only for the purpose of providing the Telematics Services and fulfilling its obligations under this Proposal and any resulting purchase orders. The Parties acknowledge and agree that ZTR will collect information about the Connected Assets, including information about the operation and use of the Connected Assets. Purchaser authorizes ZTR to collect, use and store any of this information and to provide information to Service Providers solely in connection with the Telematics Services to be provided to Purchaser. Purchaser hereby grants ZTR an unrestricted right and license to collect, maintain and use the Accumulated Data solely for carrying out its obligations under this Proposal and any resulting purchase orders. "Accumulated Data" means the data derived from the Connected Assets during the term of this

Proposal and any resulting purchase orders. Aggregate Data may be used by ZTR for internal business purposes, analysis, and improvement of services. "Aggregate Data" means summary information derived from the Accumulated Data of multiple assets and multiple customers Purchaser hereby acknowledges and agrees that ZTR and its affiliates may disclose to third parties aggregate data, so long as Purchaser and specific machines are not identifiable from the disclosed aggregate data.

5. Price Changes and Cost of Shipment

Unless otherwise stated, prices are in U.S. dollars. Changes in Services Subscription and Monitoring Device prices may apply at the automatic renewal of this purchase order, with at least ninety (90) days advance written notice by ZTR. Unless otherwise stated, all prices are FOB London, ON, Canada, delivered duty unpaid. Customary methods of shipment shall be selected by ZTR and such shipment will be at Purchaser's expense. Special methods of shipment will be used upon Purchaser's request and at Purchaser's expense provided reasonable notice of Purchaser's shipment requirements are given by Purchaser to ZTR prior to shipment. Any export permit required shall be at the expense of the Purchaser.

6. Taxes

Prices do not include Federal, State, Provincial or Municipal sales, use, value-added or similar tax. Accordingly, in addition to the price specified herein, the amount of any present or future tax (sales, use, value-added or similar) applicable to the sale of the Hardware and Services hereunder to or the use of such by Purchaser are the sole responsibility of the Purchaser.

7. Installation and Technical Support

Unless otherwise stated in this Proposal, installation and commissioning of Monitoring Devices is to be provided by the Purchaser. Technical support via phone will be available from ZTR. Standard installation instructions will be provided by ZTR and will be in English only. Provision and installation instructions for all wires, cables, conduits, terminations, transducers, electrical panels, relays, and/or switches will be the responsibility of the Purchaser unless stated otherwise in this Proposal. It is the responsibility of the Purchaser to determine connection points on the Purchaser's equipment and the Monitoring Devices. ZTR will not be responsible for wireless communication performance due to installation location of the Monitoring Devices. It is the Purchaser's responsibility to ensure the Monitoring Device is installed so that adequate signal strength is received. ZTR Maintains a 24/7/365 Call Center, that handles all calls from the purchaser at 1-888-320-8332. Upon receipt of a purchaser support request, the Call Center will begin the support process by initiating a support ticket. Level 1 Technical Support will attempt to resolve the issue and may need to escalate the issue to Level II Technical Support to address the issue accordingly. Technical Support is provided Monday through Friday between the hours of 8:00AM and 8:00 PM Eastern Time. Outside of these hours, emergency Technical Support is available for a fee.

8. Services Activation and Availability

Purchaser must provide the information and administrative support required to setup and activate the Services.

Services Availability

In certain circumstances, Services may not be available, and therefore ZTR will not be held responsible for reasons such as, but not limited to: a blockage of wireless coverage by man-made or natural structures; failure, limitations or equipment outages of a wireless or other component of the Communications Network, regulatory requirements or notification of harmful interferences; where wireless communication is employed, the failure of the wireless transmission facility provider to provide such service for any reason; landline, frame relay, or other terrestrial wireless network service interruptions; force majeure; power interruptions, or other factors affecting the ZTR Systems or the Communications Network, including scheduled interruptions and software/communication infrastructure obsolescence. In certain extreme circumstances where Services are expected to be unavailable for an extended period of time, ZTR reserves the right to terminate the Services upon 60 days written notice.

ZTR is not responsible for the Hardware or Services of others. ZTR and Purchaser are not responsible for defects, breaches or failure to perform by third parties providing Hardware or Services or for problems with their Hardware. Rather, in such cases, Purchaser shall look to the third party providing the Hardware or Services for any recourse or remedies. Without limiting the generality of the foregoing, ZTR will not be responsible for communication failures attributable to the Communications Network or the supplier of communication Services.

Wireless Communications Coverage and Usage Limitations

Services only apply to Purchaser's equipment within ZTR-approved regions/countries. ZTR may charge extra for roaming outside the approved region/country. Should the equipment be moved outside the approved region/country, the purchaser shall be entirely responsible for complying with local wireless telecommunications regulations. The purchaser shall use the Monitoring Device solely with the intended wireless network services.

9. Authorized Users

Purchaser shall be responsible for all employees, agents, affiliates, and representatives of Purchaser, as well as unauthorized persons who use the Telematics Services. For that purpose Purchaser will designate users whom Purchaser authorizes to access and use the Telematics Services ("Authorized User"). Purchaser is solely responsible for administering and managing Authorized Users. Neither ZTR nor any Service Provider shall have any obligation to inquire about the authority of anyone using the Connected Assets and Telematics Services, or any personal identification number, or any information that can be used to identify Purchaser or its customers.

10. Force Majeure

Fires, floods, strikes, acts of terrorism, war, acts of God, lockouts, epidemics, accidents, shortages of transportation, any governmental warnings that either party might reasonably rely upon which would curtail their operations, or any other causes beyond the reasonable control of the parties, which prevent a party from performing its obligations hereunder, shall operate to suspend such obligations during the period required to remove such cause or causes.

11. Limited Warranty

ZTR warrants that all Monitoring Devices sold hereunder has been inspected and tested and found to meet its published specifications when shipped from the ZTR plant. ZTR warrants that said Monitoring Devices will be free from defects in material and workmanship for a period of one year from the date of shipment; provided, however, that this warranty does not apply to normal deterioration of replaceable or renewable parts and components. EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH IN THE PRECEDING SENTENCES, ZTR MAKES NO WARRANTY (EXCEPT AS TO TITLE), EXPRESS, IMPLIED, BY DESCRIPTION, BY SAMPLE OR OTHERWISE, AND IN PARTICULAR AND WITHOUT LIMITATION MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. No modifications are authorized in this warranty unless in writing and signed by the President or any Vice President of ZTR.

Repair or Replacement Exclusive Remedy

If any item of Monitoring Device fails to conform with the provisions hereof, Purchaser's sole and exclusive remedy is to return the non-conforming Monitoring Device for repair, replacement or, at the option of ZTR, refund, to the ZTR factory, shipment charges pre-paid. If ZTR confirms that such Monitoring Device is non-conforming, ZTR will repair or replace the same, free of charge FOB London, Ontario, delivered duty unpaid or at its option, ZTR may refund or credit the purchase price paid for the non-conforming Monitoring Device. The obligation of ZTR hereunder is subject to the other terms and provisions hereof, and shall terminate no later than one year from the date of shipment of the Monitoring Device. The Purchaser is responsible for: operating the Monitoring Device in accordance with the manufacturer's instructions, accepting ZTR Control Systems' sole judgment as to whether the faulty part is defective in material or workmanship, any costs in excess of the purchase price of the Monitoring Device, other miscellaneous costs including but not limited to loss of use, travel, lodging, taxes, telephone calls, overtime, etc., and completing payment for the purchase of Monitoring Device under warranty.

12. Limitation of Liability

PURCHASER ACKNOWLEDGES THAT THE LIABILITY OF ZTR IS LIMITED AS FOLLOWS: (a) ZTR IS NOT LIABLE FOR THE ACTIONS OR INACTIONS OF PURCHASER OR ANY END CONSUMER; (b) ZTR IS NOT LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO THE TELEMATICS SERVICES, OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE MONITORING DEVICE OR OTHER EQUIPMENT; (c) THE MAXIMUM LIABILITY OF ZTR TO PURCHASER UNDER ANY THEORY (INCLUDING TORT, BREACH OF CONTRACT OR PRODUCT LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THAT PORTION OF PURCHASER'S FEES FOR A SPECIFIC CONNECTED ASSET RELATING TO THE PERIOD OF SERVICE DURING WHICH SUCH DAMAGES OCCUR; (d) UNDER NO CIRCUMSTANCES CAN PURCHASER RECOVER PUNITIVE DAMAGES, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR ATTORNEYS' FEES; (e) ZTR SHALL HAVE NO LIABILITY FOR SERVICE INTERRUPTION; (f) ZTR IS NOT RESPONSIBLE FOR ANY ERRORS, DEFECTS, PROBLEMS OR MISTAKES IN DATA OR INFORMATION PROVIDED TO PURCHASER. ALL LIMITATIONS OF LIABILITY AND INDEMNITIES WILL SURVIVE THE TERMINATION OF THIS PROPOSAL AND ANY RESULTING PURCHASE ORDERS.

PURCHASER ACKNOWLEDGES THAT WIRELESS SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE ZTR NETWORK. SERVICE MAY BE REFUSED, INTERRUPTED OR LIMITED BECAUSE OF (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATION CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, AND OTHER CAUSES REASONABLY OUTSIDE THE CONTROL OF ZTR; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF WIRELESS AND OTHER SERVICES. CONNECTIONS MAY BE DROPPED FOR A VARIETY OF REASONS, INCLUDING WITHOUT LIMITATION, ATMOSPHERIC CONDITIONS, TOPOGRAPHY, WIRELESS SYSTEM OVERCAPACITY, WEAK BATTERIES, OR GAPS IN COVERAGE WITHIN A WIRELESS SERVICE AREA. UNDER NO CIRCUMSTANCES SHALL ZTR BE LIABLE FOR THE FAILURE OF A SERVICE

PROVIDER TO PERFORM. UNDER NO CIRCUMSTANCES SHALL ZTR BE LIABLE TO PURCHASER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN ADDITION, ZTR SHALL NOT BE LIABLE FOR DELAYS OR FAILURES IN PERFORMANCE OR SERVICE INTERRUPTIONS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, SUCH AS NATURAL DISASTERS, ACTS OF WAR, UTILITY OR NETWORK INTERRUPTIONS, SERVICE PROVIDER FAILURES OR INTERRUPTIONS, INTERNET, COMPUTER, TELECOMMUNICATION OR EQUIPMENT FAILURES OR WORK STOPPAGES.

PURCHASER UNDERSTANDS THAT ZTR AND ITS SERVICE PROVIDERS CAN NOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF OR BREACH OF SECURITY WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS PROPOSAL AND ANY RESULTING PURCHASE ORDERS.

13. Indemnification

Subject to the limitations of liability set forth in this Proposal, ZTR agrees to and shall indemnify, defend and hold harmless Purchaser, and all of its officers, employees and agents, against any and all claims, lawsuits and losses to the extent arising from the failure of ZTR to perform its obligations under this Proposal or from the negligence of ZTR, its officers, employees and agents. Subject to the limitations of liability set forth in this Proposal, Purchaser agrees to and shall indemnify, defend and hold harmless ZTR, its Service Providers, and all of their officers, employees and agents, against any and all claims, lawsuits and losses to the extent arising from the failure of Purchaser to perform its obligations under this Proposal or from the negligence of Purchaser, its officers, employees and agents.

14. Returned Goods

No Monitoring Device may be returned to ZTR without written permission from ZTR. ZTR reserves the right to decline all returns or to accept them subject to a handling/restocking charge. Even after ZTR has authorized the return of goods for credit, ZTR reserves the right to adjust the amount of any credit given to Purchaser on return of the goods based on the conditions of the goods on arrival in the ZTR warehouse. Credit for returned goods will be issued to Purchaser only where such goods are returned by Purchaser and not by any subsequent owner of the goods.

15. Terms of Payment

Unless otherwise stated, invoices are payable within thirty (30) days of invoice date. ZTR reserves the right, until the price has been fully paid in cash, to charge Purchaser with interest on such overdue payments at the rate of one and a half percent (1.5%) per month, or such lesser amount as may be permitted by law. The charging of such interest shall not be construed as obligating ZTR to grant any extension of time in the terms of payment.

16. Changes and Termination

Specific Purchase Orders for Monitoring Devices accepted by ZTR under the terms of this Proposal are not subject to changes or cancellation by Purchaser, except with written consent from ZTR. Termination of Services requires written notice by either party at least 90 days prior to the end of the existing Purchase Order. Purchaser's early termination of Services will result in a charge by ZTR to Purchaser of the full amount of Services fees and any hardware and financing fees (if applicable) that are remaining in the Purchase Order, and may include any associated administrative fees. If termination notice is not received within the notice period prior to the end of the Purchase Order, the Purchase Order will automatically renew for an additional one year period. In such cases where ZTR authorizes changes or cancellation, ZTR reserves the right to charge Purchaser for reasonable costs based upon expenses already incurred and commitments made by ZTR, including, without limitation, any labor done, material purchased, travel expenses and also including Supplier's usual overhead and reasonable profit and cancellation charges from suppliers to ZTR.

17. The Agreement

Upon receipt of a Purchase Order referencing this Proposal, this Proposal shall constitute the complete agreement, subject to the terms and conditions of sale herein set forth, and shall supersede all previous quotations, orders or agreements. No addition to or variation of these terms and conditions shall be binding upon ZTR unless expressly agreed in writing by an authorized representative of ZTR. This Proposal and any resulting Purchase Orders shall be governed, enforced, and construed under the laws of the State of Minnesota, United States of America. Purchaser hereby submits to the jurisdiction of the state and federal courts for the State of Minnesota, County of Hennepin, and said courts shall have exclusive jurisdiction and venue to adjudicate the rights and obligations of the parties relating in any manner to the purchase order.