



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1. JAMES E. BALL  
2. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

February 18, 2020

Ms. Carrie Race  
Sales Operations  
GPS Insight  
7201 E. Henkel Way  
4<sup>th</sup> Floor  
Scottsdale, Arizona 85255

**RE: GPS Insight Solution Monitoring Agreement**

Dear Ms. Race:

The Baldwin County Commission, during its regularly scheduled meeting held on February 18, 2020, approved and authorized me, as Chairman, to sign all documents related to the **enclosed** *GPS Insight Solution Monitoring Agreement*. The terms of the *Agreement* are for three (3) years commencing upon execution and delivery of said *Agreement*.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Brian Peacock, Communications/Information Systems Director, at (251) 580-2598.

Sincerely,

BILLIE JO UNDERWOOD, Chairman  
Baldwin County Commission

BJU/me Item BH1

cc: Brian Peacock

ENCLOSURE(S)



GPS Insight, LLC  
 7201 E Henkel Way #400  
 Scottsdale AZ 85255

**Estimate #39102**  
 10/21/2019

**Bill To**  
 Kim Peacock  
 Baldwin County, AL  
 15050 County Rd 49  
 Summerdale AL 36580

**Ship To**  
 Kim Peacock  
 Baldwin County, AL  
 15050 County Rd 49  
 Summerdale AL 36580

Sales Rep	Sales Rep Phone	Sales Rep Email
Josh Schwartz	630-544-2796	<a href="mailto:josh.schwartz@gpsinsight.com">josh.schwartz@gpsinsight.com</a>
Payment Method Due at Signing	Recurring Payment Method	Shipping Method
Net 15	No Automatic Payment	UPS 2nd Day Air®

**Active Term and Billing Start Date**

2 Years after the first day of the month after the Billing Start Date. Additional devices ordered on subsequent Estimates within the Subscription Term will be coterminous with the Subscription Term set forth herein. Billing Start Date for all Devices begins 30 days after Shipping.

<b>Recurring Charges</b>						
Item	Quantity	Billing Frequency	Rate	Amount	Sales Tax	Line Total
Device Monitoring: Vehicle: Enterprise Monthly Per Vehicle Monitoring	5	Annually	\$24.95	\$124.75	\$0.00	\$124.75
<b>Subtotal</b>				<b>\$124.75</b>	<b>\$0.00</b>	<b>\$124.75</b>

<b>Hardware and Other Charges</b>						
Item	Quantity	Rate	Amount	Sales Tax	Line Total	
Solution Hardware: GPSI-3901ILB Device GPSI-3901ILB Internal Device Tracking Device	2	\$0.00	\$0.00	\$0.00	\$0.00	
Solution Hardware: Driver ID Kit w/Buzzer Driver ID Hardware: Key Fob, Buzzer, Reader and Installation Kit	2	\$0.00	\$0.00	\$0.00	\$0.00	
Solution Hardware: vPod2 + Pass-Thru Cable vPod2 Dongle + OBD II Pass-Thru Cable	2	\$0.00	\$0.00	\$0.00	\$0.00	
Activation: Vehicle Tracking: Enterprise: Waived \$150.00 GPS Insight Activation Fee Waived	5	\$0.00	\$0.00	\$0.00	\$0.00	
Hardware Fee: Remote Panic Remote Panic Standard Add-On	5	\$0.00	\$0.00	\$0.00	\$0.00	
Hardware Fee: Driver ID Kit w/Buzzer Driver ID Kit w/Buzzer Standard Add-On	5	\$0.00	\$0.00	\$0.00	\$0.00	
Solution Hardware: GPSI-3901IAB Device GPSI-3901IAB Internal Device Tracking Device	5	\$0.00	\$0.00	\$0.00	\$0.00	
Solution Hardware: GPSI-3900 Internal Accessories GPSI-3900 Internal Accessories	5	\$0.00	\$0.00	\$0.00	\$0.00	
Solution Hardware: vPod2 + Pass-Thru Cable vPod2 Dongle + OBD II Pass-Thru Cable	5	\$0.00	\$0.00	\$0.00	\$0.00	



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**Hardware and Other Charges**

Item	Quantity	Rate	Amount	Sales Tax	Line Total
Solution Hardware: Driver ID Kit w/Buzzer Driver ID Hardware: Key Fob, Buzzer, Reader and Installation Kit	5	\$0.00	\$0.00	\$0.00	\$0.00
Solution Hardware: Remote Panic Remote Panic Add-on	5	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00	\$0.00

**Billed Upon Signing**

	Amount	Sales Tax	Line Total
Hardware and Other Charges	\$0.00	\$0.00	\$0.00
Total Due	\$0.00	\$0.00	\$0.00

**Install Estimate**

Estimated fees for professional installation to be invoiced as work is completed. Additional fees, including any service, trip, or other fee as described in the Requirements section of [Professional Installation Terms and Conditions](#), may be charged as required. GPS Insight reserves the right to charge for fees designated as "Waived" if Requirements are not followed. See [Standard Installation Fees](#) for rates.

Item	Quantity	Rate	Amount	Sales Tax	Line Total
Install Estimate: Vehicle Installation Included Standard Professional Installation	5	Waived \$96.00	\$0.00	\$0.00	\$0.00



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## GPS Insight Solution Monitoring Agreement

This Monitoring Agreement (this "Agreement") sets forth the terms and conditions to which the undersigned (the "Customer") agrees with respect to the acquisition and use of GPS-proprietary vehicle-mounted hardware devices (the "Devices") and use of GPS Insight's developed, hosted and managed vehicle and asset tracking hosted solution (the "Tracking Solution"), all as set forth on the applicable Estimate to which this Agreement relates (the "Estimate").

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intend to be legally bound and do hereby agree as follows:

### Term and Termination

**Term.** Unless otherwise set forth on the applicable Estimate, the subscription term ("Subscription Term") for using the Tracking Solution is calculated per Device, with the initial Subscription Term commencing upon execution and delivery of this Agreement (the "Effective Date") and ending upon expiration of the Active Term set forth on the Estimate. Unless otherwise set forth on the Estimate, once a device is Activated, the Tracking Solution will continue through the balance of the Subscription Term. Notwithstanding the foregoing, the then-current Subscription Term may be renewed if the parties execute a renewal agreement associated with such Devices (a "Renewal Agreement"). For the purposes of this Agreement, a Device is "Active" when it is communicating and sending data to the Tracking Solution; and a Device is "Shipped" when GPS Insight ships the Device to Customer (as evidenced by GPS Insight's shipping records).

**Renewals.** Upon expiration of the then-current Subscription Term for a Device, unless the parties execute a Renewal Agreement renewing the initial Subscription Term, the Subscription Term covering use of the Tracking Solution for Active Devices will continue on a month-to-month basis, with either party having the right to terminate on thirty (30) days prior written notice.

**Termination for Cause.** Either party may terminate the Subscription Term in the event the other party materially breaches and fails to cure within thirty (30) days after written notice detailing such breach.

**Subscription Term Buyout.** Customer may terminate the Subscription Term early without cause upon thirty (30) days prior written notice; provided that Customer pays all fees, including Tracking Solution Fees, that would have been owed through the remainder of the Subscription Term, which fees shall become due and payable in full on the effective date of termination.

**Effect of Termination.** Upon any termination of the Subscription Term, (i) Customer's right to access and use the terminated Tracking Solution shall terminate; and (ii) GPS Insight has no obligation to retain any data collected through Customer's use of the Tracking Solution.

### Devices

**Shipment.** GPS Insight will ship the Devices using the shipping method set forth on the Estimate. Customer shall be solely responsible for all costs associated with transporting the Devices to and from Customer's premises, including payment of all charges, taxes and other amounts related thereto and being responsible for any loss or damage to the Devices that may occur during transport. Customer shall promptly fulfill any customs obligations arising hereunder at its sole cost and expense, including any payments required to release Devices from customs.

**Delivery.** The Devices shall be deemed accepted by Customer, unless Customer notifies GPS Insight in writing of any order discrepancies or damaged Devices no later than two (2) days after receipt. GPS Insight shall investigate any order discrepancies or damaged Devices and take all appropriate remedial action.

**Upgrade Devices.** Customer acknowledges that Devices acquired as part of the upgrade program set forth on the Estimate may be a used and/or refurbished product. Refurbished Devices are previously used, reconditioned and tested Devices, which must pass GPS Insight's quality control standards.

### Tracking Solution

**Use Rights.** Subject to the terms of this Agreement, GPS Insight grants Customer during the Subscription Term the non-transferable, non-exclusive, non-sublicensable right to use the Tracking Solution for information collected from the Device, solely for Customer's own internal business operations.



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**Support; Training.** During the Subscription Term, Customer will be entitled to access training, online user guides, knowledge bases and self-help tools, and any additional standard technical support resources (collectively, "Support and Training") offered by GPS Insight from time to time.

**User Accounts.** Customer will be provided one Customer account, which will allow Customer's authorized users to see data collected from all Customer's Activated Devices. Customer will be provided unique user accounts to access the Customer account. Customer may designate and add user accounts pursuant to the applicable product tier purchased by Customer. Customer will be responsible for the confidentiality and use of its passwords and user accounts. GPS Insight will act as though any electronic communications it receives under Customer's passwords, user accounts, and/or account numbers have been sent by Customer. Customer agrees to immediately notify GPS Insight if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user accounts, and/or account numbers. Customer agrees not to access the Tracking Solution by any means other than through the interfaces that are provided by GPS Insight.

**Transmission of Data.** Customer understands that the technical processing and transmission of Customer's data (including data collected from the Devices) is necessary to Customer's use of the Tracking Solution, and hereby consents to GPS Insight's interception and storage of such data. Customer understands that Customer or GPS Insight may be transmitting data over the Internet, and over various networks, only part of which may be owned and/or operated by GPS Insight. Customer agrees that GPS Insight is not responsible for any portions of data that are lost, altered, intercepted or stored without authorization during the transmission of data across networks not owned and/or operated by GPS Insight.

**Restrictions.** The rights granted in this Agreement are subject to the following additional restrictions: (i) use of the Tracking Solution shall be limited to the Customer's authorized users and other limitations set forth in the applicable product tier purchased by Customer; (ii) Customer shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit or make the Tracking Solution or Devices available to any third party; (iii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Tracking Solution or Devices, or access or use the Tracking Solution or Devices in order to build a similar or competitive product or service; (iv) Customer shall not bypass or breach any security device or protection used by the Tracking Solution or the Devices, nor shall Customer intentionally damage, destroy, disrupt or otherwise impede or harm in any manner the Tracking Solution, Devices or any systems used by GPS Insight; and (v) Customer acknowledge and agree that, as between Customer and GPS Insight, GPS Insight owns all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Tracking Solution, Devices, and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any of Customer's authorized users relating to the Tracking Solution or Devices.

## Payments

**Charges.** Customer will pay all applicable fees as set forth on the Estimate and acknowledges that all fees are non-refundable. Customer hereby authorizes GPS Insight to collect payment via the payment method and upon the terms set forth on the Estimate for all items listed on the Estimate (including the Activation fees, Tracking Solution fees, installation fees, and shipping fees) and any other amounts that come due under this Agreement on the first day of the applicable recurring payment period. Late payments shall be subject to a service charge of one and a half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less.

### Recurring Payments

(a) *Tracking Solution Fees.* The monthly per Device Tracking Solution fee begins upon the Billing Start Date set forth on the Estimate.

### One-Time Payments

(b) *Device Activation Fee.* The Activation Fee for the Device will be paid either (i) in advance, upon shipment of the Device, or (ii) if Customer provides a valid purchase order, upon the terms set forth on the invoice.

(c) *Other Hardware Purchase Fees.* The purchase price other hardware listed on the Estimate will be paid either (i) in advance, upon shipment of such hardware, or (ii) if Customer provides a valid purchase order, upon the terms set forth on the invoice.

## Payments

**Taxes.** Customer shall pay all personal property, sales, use, value-added, withholding and similar taxes (other than taxes on GPS Insight's net income) arising from the transactions described in this Agreement. To the extent Customer is exempt from sales or other taxes, Customer agrees to provide GPS Insight, upon request, with the appropriate exemption certificate.



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**Suspension Right.** GPS Insight reserves the right to disable access to the Tracking Solution when any payment is overdue or when GPS Insight believes that Customer is using the Devices, Tracking Solution and/or any other services provided hereunder not in accordance with GPS Insight's instructions, this Agreement and/or applicable laws and government regulations. If Customer is suspended for failure to pay, upon payment in full of all amounts due (including any interest owed), Customer may request the reactivation of its Customer and user accounts.

## Device Warranties; Replacement Devices

**Device Warranty.** Unless otherwise set forth herein or on the Estimate, GPS Insight warrants that the Devices will perform substantially in accordance with their documentation until the later of (i) one (1) year from when the Device is Shipped or (ii) expiration of the initial Subscription Term.

**Device Warranty Claims.** Customer shall contact GPS Insight Customer Support at 866.477.4321 to assist in troubleshooting if Customer believes that a Device is not functioning properly. The GPS Insight Customer Care team will work with Customer in an effort to resolve the issue. If GPS Insight is unable to resolve the issue remotely, the Device, antenna or harness may need to be replaced. The procedure for issuance of the GPS Insight RA# and for shipment of replacement parts depends on the warranty coverage status of the particular Device. GPS Insight shall promptly, in its reasonable discretion, determine whether warranty coverage applies.

**Voided Warranty.** Device Warranty coverage is VOID if GPS Insight determines that Customer is in breach of this Agreement or if the Device failure is due to any of the following reasons: (i) physical damage caused by negligent/improper handling and treatment of the Device; (ii) damage caused by water or any other liquid; (iii) tampering with the Device or associated peripherals or the vehicle itself e.g. intentionally denying power to the device; (iv) improper installation; (v) cutting or otherwise impairing the Device connector harness; (vi) cutting or otherwise impairing the antenna and/or antenna cables; (vii) defects or damage caused by the use of non-GPS Insight branded or approved products, accessories or other peripheral equipment; (viii) GPS Insight serial number has been removed or defaced; or (ix) any other circumstance that GPS Insight deems to constitute intent on the part of the Customer, vehicle driver or any other party to purposefully impair the functionality of the Device.

**Replacement Devices.** GPS Insight will ship a replacement Device, and/or peripherals, within 48 business hours of issuing the RA#. Replacement Device may be a refurbished product. Refurbished Devices are previously used, reconditioned and tested Devices, which must pass GPS Insight's quality control standards. For approved RA's GPS Insight will pay for 2-day air shipping of replacement Device and/or peripherals. If Customer wishes to expedite shipping from 2-day air to overnight delivery, Customer will need to provide consent to be billed for the expedited shipping charges. Replacement Devices are covered under warranty for the greater of (i) the balance of the remaining warranty period of the original Device or (ii) ninety (90) days from date of activation of the replacement Device. The scope of warranty coverage on the replacement Device will match the scope of warranty coverage of the original Device.

**Return Shipping.** All materials replaced under an approved GPS Insight RA# become the property of GPS Insight. If requested by GPS Insight, (i) Customer is required to return the defective Device to GPS Insight using pre-paid return shipping labels that will be sent to Customer along with the replacement Device, and (iii) the defective Device must be returned to GPS Insight within 60 calendar days after GPS Insight's issuance of the RA, and if the defective Device is not returned within 60 calendar days, Customer will be billed a Device Non-Return Fee at the then current rate. The shipping box used to return the Device must clearly be labeled "GPS Insight RA#XXXXXX" and the serial number of the defective Device must match the Device stipulated at the time the RA# was issued. If Customer returns the wrong Device and the serial number does not match GPS Insight's records, GPS Insight will return the Device to Customer at Customer's expense and the RA will remain open pending return of the correct Device (which correct Device shall be shipped at Customer's expense).

**Exclusive Remedy.** The Device Warranty Claims and Replacement Devices sections above are Customer's sole and exclusive remedy for any breach of the Device Warranty set forth above.

## Other Warranties

**Disclaimer of Additional Warranties.** EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH IN THIS AGREEMENT, THE DEVICES, TRACKING SOLUTION, INSTALLATION, SUPPORT AND TRAINING, AND ALL OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY GPS INSIGHT AND THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OR TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE



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TRACKING SOLUTION, INSTALLATION AND SUPPORT AND TRAINING ARE NOT SUBJECT TO ANY WARRANTIES UNDER THIS AGREEMENT.

### Limitation of Liability; Indemnification

**Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS, COST OF COVER, LOST SAVINGS, CURRENCY CONVERSION LOSSES, OR LOSS OF OTHER ECONOMIC ADVANTAGE) ARISING FROM BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION (A) DEVICES, THE TRACKING SOLUTION, INSTALLATION SERVICES, SUPPORT AND TRAINING OR ANY OTHER SERVICES, (B) ANY INTERRUPTION OF USE OF THE DEVICES, THE TRACKING SOLUTION, INSTALLATION SERVICES, SUPPORT AND TRAINING OR ANY OTHER SERVICES, OR (C) FOR LOSS, INACCURACY OR CORRUPTION OF DATA. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL GPS INSIGHT'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT THAT GPS INSIGHT RECEIVED UNDER THE ESTIMATE GIVING RISE TO THE CLAIM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS FIRST GIVING RISE TO A CLAIM.

**Indemnification.** Customer hereby indemnifies and holds GPS Insight, its directors, officers, employees and agents harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with or resulting from Customer's misuse of the Devices and/or Tracking Solution.

### General

**Notice.** Notices regarding this Agreement to GPS Insight shall be in writing and sent by first class mail or overnight courier (if from within the USA), or international courier, addressed to GPS Insight at the address provided on the Estimate. GPS Insight may give notice applicable to GPS Insight's general customer base by means of a general notice on the Tracking Solution, and notices specific to Customer by electronic mail to Customer's e-mail address on record with GPS Insight, or by written communication sent by first class mail or overnight courier (if to an address within the USA), or international courier, to Customer's address on record in GPS Insight's account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after sending by confirmed facsimile, e-mail or posting to the Tracking Solution.

**Export.** Customer agrees that U.S. export control laws and other applicable export and import laws govern Customer's use of the Tracking Solution and the Devices. Customer represents that Customer is not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. Customer will not use, export or allow a third party to use or export the Tracking Solution or Devices in any manner that would violate applicable law, including but not limited to export control laws and regulations.

**Force Majeure.** Except for Customer's obligation to pay, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, espionage, civil unrest, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

**Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of Alabama. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted in a state court in Baldwin County, Alabama, and each party hereby submits to the personal jurisdiction of such courts and waives any defense relating to venue or forum non conveniencce.

**Entire Agreement; Amendments.** This Agreement together with any applicable Estimate represents the parties' entire understanding relating to the subject matter hereof, and supersedes any prior or contemporaneous, conflicting or additional, communications. The terms and conditions of this Agreement may only be amended by written agreement of the parties. Nothing contained in any purchase order submitted by Customer other than order dates, identity, location, quantity and price shall in any way serve to modify or add to the terms of this Agreement or the Estimate.

**Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.



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**Relationship of Parties.** No joint venture, partnership, employment, or agency relationship exists between Customer and GPS Insight as a result of this Agreement.

**Assignment.** Customer may not assign this Agreement without the prior written approval of GPS Insight. Any purported assignment in violation of this Section shall be void. GPS Insight reserves the right to provide some or all of the goods and services offered hereunder (including but not limited to Support and Training) from locations, and/or through use of third party providers, located worldwide.

**Waiver.** The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.



## Professional Installation Terms and Conditions

These Installation Terms and Conditions ("Terms and Conditions") are hereby incorporated into that certain Monitoring Agreement, by and between GPS Insight and the Customer (the "Monitoring Agreement"), as if fully set forth therein and applies to the installation of Devices as set forth on the applicable Estimate to which the Monitoring Agreement relates. Capitalized terms used, but not otherwise defined in these Terms and Conditions, shall have the meanings set forth in the Monitoring Agreement.

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intend to be legally bound and do hereby agree as follows:

### Payments

**Charges.** Customer will pay all applicable fees for the installation of the Devices as set forth on the Estimate, in the Monitoring Agreement or in these Terms and Conditions. If Customer is located outside of the standard coverage area or more than one (1) scheduled installation is required, or additional parts and/or labor are required, Customer will pay any additional charges that may accrue upon completion of the installation. All such payments are non-refundable.

### Requirements

**Vehicle Data.** Prior to GPS Insight submitting its request to a certified third party installer (the "Installer"), Customer shall provide GPS Insight with vehicle data for each vehicle included in the installation (each, a "Vehicle"), including vehicle make, model, year and VIN, as well as any Device accessories or specific installation requirements per Vehicle which differ from the Installation Guide. If Customer changes any requirements, Customer shall be charged, and Customer shall pay, for any such additional work performed.

**Work Environment.** Customer shall provide a safe and non-hostile work environment. Site requirements must be provided to GPS Insight when scheduling the installation. Customer shall provide a restroom for the Installer and a working electrical outlet whenever possible. Customer shall (i) make each Vehicle available consecutively over consecutive days to permit Installer to complete the installations with limited to no downtime between installations, (ii) make a driver available during the installation, as the Installer is not permitted to drive Vehicles, and (iii) have Vehicles keys present during the entire installation.

**Scheduling.** All scheduling is made by the Installer and GPS Insight has no control over such Installer's availability. One technician is capable of completing approximately 8-10 vehicles in a 9-hour day (with 1 hour for lunch). Additional charges may apply if more than one technician is required. A standard installation takes approximately one hour. A standard installation means no additional inputs/accessories. Non-standard installations may take additional time, depending on the inputs/accessories required.

**Cancellations.** Once booked, scheduled and confirmed, Customer must give GPS Insight no less than ten (10) business days' notice to cancel an installation, or Customer shall be charged, and Customer shall pay, a \$50/Vehicle fee, plus any uncancellable expenses incurred by GPS Insight or Installer. Customer shall be charged, and Customer shall pay, an additional \$50/Vehicle fee if less than all scheduled Vehicles are available for installation. If booked, scheduled and confirmed and the Installer fails to arrive as scheduled, GPS Insight will credit Customer \$50/vehicle.

### Installation

**Third Party Installer.** Other than the fact that the Installer has been certified by GPS Insight and instructed to follow all industry standards and GPS Insight's quality guidelines, Customer acknowledges and agrees that the Installer is a third party with no legal affiliation to GPS Insight.

**Installation Procedures.** The Installer will perform installations according to the most current version of the Installation Guide specific to the hardware purchased unless otherwise requested by Customer and approved by GPS Insight prior to scheduling the Installation.

**Verification.** The Installer will verify and report to GPS Insight the success of each Vehicle installation. Verification means the confirmation that the Device is functional and sending data to the Tracking Solution.

**Device Registration.** Registrations are completed by the Installer or GPS Insight upon successful verification of the Device.



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**Out of Scope Requirements.** Should Customer's installation require the utilization of a sensor or any other connection not supplied by GPS Insight, Customer must either have that sensor/connection installed and ready before the Installer arrives, or contact GPS Insight Installation team prior to the installation to confirm the price and availability of the Installer to perform such additional work.

**Installation Warranties**

**Installation Warranty.** GPS Insight warrants that the installation will be performed in a good and workmanlike manner for a period of one (1) year from the date of installation.

**Installation Warranty Claims.** Customer shall contact GPS Insight Customer Support at [support@gpsinsight.com](mailto:support@gpsinsight.com) to assist in troubleshooting if Customer believes that an installation was not performed properly by the Installer, resulting in a Device or the Vehicle not functioning properly. The GPS Insight Customer Care team will work with Customer in an effort to resolve the issue. If GPS Insight is unable to resolve the issue remotely and determines it was the result of an improper installation by the Installer, GPS Insight will schedule a technician to correct such installation at no additional cost to Customer. Failure on the part of Customer to notify GPS Insight of any such Installation Warranty Claims shall relieve GPS Insight of any liability therefor.

**Exclusive Remedy.** The Installation Warranty Claims section above is Customer's sole and exclusive remedy for any breach of the Installation Warranty set forth above.

**BY SIGNING BELOW, EACH PARTY HERETO ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH IN THIS AUTHORIZATION AND FURTHER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AUTHORIZATION AND AGREES TO BE STRICTLY BOUND THEREBY.**

Name *Billie Jo Underwood*  
Title *Chairman*  
Date *February 18, 2020*

Signature *Billie Jo Underwood*

