

SUBSCRIPTION SERVICES AGREEMENT

Last Update: January 2022

This Subscription Service Agreement (this "Agreement") states the terms and conditions pursuant to which you, the Customer, have purchased or are purchasing the Company System from Company or authorized Reseller/Distributor, and pursuant to which Company, agrees to provide customers with certain vehicle location-based tracking services (the "Services") via the Internet utilizing Company's proprietary servers and other hardware devices, vehicle installed Global Positioning System ("GPS") tracking devices (each, a "Device") and associated software (collectively, the "Company System"). By clicking on the "Login" to the Services web site application that is next to the following the statement, "I have read and agree to the terms and conditions of the Subscription Service Agreement," you ("Customer") agree to be bound by the terms and conditions stated in this Agreement for all use of Services in the past, present, and future until termination of Agreement. If you are agreeing to this Agreement not as an individual, but on behalf of your company, then "Customer" or "you" means your company, and you are binding your company to this Agreement. Customer also agrees to the terms and conditions of this Agreement by paying for and using the Services. If Customer does not agree to the terms and conditions of this Agreement, Customer may not access or otherwise use the Services. The Services include a secure login for accessing and tracking vehicles having an installed Device designed to communicate GPS positions ("Locates") to Company. Unless otherwise agreed in writing between Company or Reseller and Customer, this Agreement shall have a term of one year that automatically renews with payment for subscription Services, unless terminated by notice prior to end of term.

1. Reseller. If Customer purchases Company System from an authorized reseller or distributor, ("Reseller"), Customer agrees that any terms in this Agreement relating to pricing, discounts and payments shall not apply and will be negotiated between the Customer and the Reseller. Furthermore, any agreement, whether written or oral, between Customer and Reseller shall be separate from and in addition to this Agreement. Customer also agrees that Company shall not be liable for any such Reseller obligations as stipulated in said agreement with Reseller. Customer acknowledges and agrees that Reseller, when applicable, does not have any authority to change the terms of this Agreement. Customer acknowledges and agrees that Customer has not relied on any representation from a Reseller that contradicts the terms stated in this Agreement, and Customer further agrees that the terms of this Agreement shall govern any disputes regarding Customer's use of the Company System Products and/or Services.

If, at any time after Customer purchases Company System Products and/or Services from Reseller, a) Customer submits a formal written complaint to Company that Reseller is in breach of providing contracted support services and requests to be assigned to a new Reseller, and Company confirms such breach; or b) Reseller's agreement with Company should terminate for any reason, Company reserves the right to assign Customer to another authorized Reseller for the remainder of the Service Plan.

Customer may, at Customer's option, enter into a new agreement with new Reseller to extend or renew such Service Plan.

2. Service Plans. Company has standard wireless carrier service packages, each a "(Service Plan)". Service Plans may be billed monthly, annually, or, in special circumstances, customized, and will be billed after each previously paid portion of Service Plan has expired, provided Customer has paid for continuation of Service Plan and has not terminated service by notice. Service Plans may terminate as selected at time of purchase, following the date of purchase or following the last renewable date, whichever is later. If Customer so chooses, an extended Service Plan may be paid to the benefit of the Reseller, if Reseller is in good standing with Company, in advance, by contacting Company or Reseller and providing payment before the last permitted renewable date.

3. Subscription Rate. Customer will pay the associated Subscription Rate to Company or Reseller for the chosen package or additional years of service. All fees are non-refundable.

4. Unlawful Use. Customer agrees not to use the Services or Devices for any unlawful or abusive purpose or in any way that interferes with the Company System. Customer will comply with all laws while using the Services or Devices and will not transmit any communication that would violate any federal, state, or local law, court or regulation. Resale of the Services or Devices is prohibited, except by Resellers or authorized dealers. By using the Services and/or Devices, Customer agrees to abide by the terms and conditions of any software license agreements applicable to any software associated with the Services or Devices.

5. Unauthorized Usage. Customer may use the Company System Services solely for its own internal business operations or on behalf of Customer's clients. Customer may not resell Services to third parties without Company's prior written consent. Except as otherwise explicitly provided in this Agreement and/or applicable Reseller Agreement, or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to loan, rent, lease, distribute or otherwise transfer Services without Company's prior written consent; circumvent or disable any security or other technological features or measures of the Services, or reverse engineer any element of the Service, or use the Services or any of Company's Confidential Information to create a product that competes with the Services.

Customer may not program or alter any of the Devices other than the normal programmable parameters of the Device. If any Device is stolen or Services used fraudulently, Customer must notify Company immediately and provide Company with such information and documentation as Company may request (including, without limitation, police reports, and affidavits). Company has the right to interrupt Services or restrict service to any Device, without notice to the Customer, if Company believes Customer or any other party is using the Device in a fraudulent or unlawful manner.

6. Account Information. It is Customer's responsibility to maintain current and accurate account information on the Company System and to exercise diligence in protecting Customer's login and passwords. Customer shall notify Company immediately of any unauthorized use of Customer's account or log-in information.

7. Collection and Disclosure of Locates. Customer agrees that Company may use data from a Device, together with Company's location tracking and communication technologies, to monitor and collect Locates of the vehicle in which the Device is installed. The direct tracking of people is prohibited. The Federal Communications Commission and the Federal Aviation Administration regulations prohibit use of the Device on commercial aircraft, including in checked baggage. Customer agrees that Company may communicate Locates to Customer through communication technologies and networks chosen by Company, including the Company System. Customer agrees that Company may use, retain, and disclose Locates as described in this Agreement. Company handles Customer information in a manner consistent with federal and international customer privacy laws and as defined by the Company's Privacy Policy. Company may, from time to time, use Customer information to market Company's and its affiliates' services to Customer. Customer will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to the Company. Subject to the terms of this Agreement, Customer hereby grants to the Company a non-exclusive, worldwide, royalty-free right to collect, process, modify, store, create derivative works of and publicly perform and display the Customer Data solely to the extent necessary to provide the Service to Customer (including making Content available to Company's Third-Party Partners).

Company may use this information for any lawful purpose, subject to this Agreement and Company privacy policy. Customer acknowledges that transmissions to Company from a Device, transmissions from Company to Customer, and Customer's communications to Company may be intercepted and read by others. Customer therefore acknowledges that the Services are not confidential. To comply with appropriate legal process, Company may disclose any Customer information or content to law enforcement authorities, including Customer's name, account history, account information or other transmission data requested by law enforcement. Company may also disclose any Customer content to third parties as is necessary to respond to claims that any content violates the rights of third parties or to protect the rights and property of Company as defined in the Company's Privacy Policy.

8. Confidential Information means: (a) source code provided by Company; (b) any authorization keys and passwords delivered in order to operate the Software; (c) Documentation, product road maps and development plans, and pricing information; (d) any Company business, technical or training information that, if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, or, if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure; and (e) the specific business terms and pricing set forth in any Order or this Agreement. Confidential Information does not include information that: (i) is or becomes generally known or available to the public through no act or omission of Customer; (ii) is rightfully known to

or received by Customer prior to receiving such information from Company or its representatives without restriction as to use or disclosure; or (iii) is independently developed by Customer without use of Confidential Information and without a breach of this Agreement. The existence of this Agreement and the nature of the business relationship between the parties are not Confidential Information.

Customer will not use Confidential Information except as necessary to exercise the rights granted under this Agreement. Customer will not disclose Confidential Information to any person or entity except to employees or authorized third parties whose job performance requires access and who are under confidentiality obligations. The foregoing obligations will not restrict Customer's disclosure of Confidential Information to the extent required by an order or requirement of a court, administrative agency, or other governmental body, provided that Customer gives reasonable notice to Company to contest such order or requirement. Customer shall give Company written notice of any unauthorized disclosure or use of the Company System as soon as Customer learns or becomes aware of the unauthorized disclosure or use.

9. Changes. Company may amend the terms of this Agreement and notify customer of amendment during the Customer login process. If Customer does not agree to the amendment, Customer may terminate this Agreement by providing notice to Company via email. If Customer does not agree with the amendment but wants to continue Services, Company will continue to provide Services for the term of the original Agreement, provided Customer emails written notice to Company within 15 days of notification of amendment given during the Customer login process. If Customer continues to use the Services more than 15 days after notification of amendment, Customer will be deemed to have agreed to that amendment. All notices hereunder to be sent to the Company.

10. Limitation of Liability. Company is not responsible for acts or omissions of any other service provider, for information provided through the Company System, for equipment failure or modification, for system failure or modification or for causes beyond the control of Company, Company shall not be liable for (i) service outages; (ii) incidental or consequential damages such as lost profits; (iii) economic loss or injuries to persons or property arising from the Customer's use of the Services, the Devices or any other equipment used in connection with the Devices unless caused by the sole and/or gross negligence of Company; (iv) the installation or repair of the Devices; or (v) for any act associated with the proper exercise by Company of rights under the privacy and/or unauthorized usage provisions of this Agreement.

11. Indemnification. Customer agrees to defend, indemnify, and hold Company and its affiliates harmless from claims or damages relating to (i) Customer's breach of this Agreement or Customer's statements made in this Agreement and (ii) the use of the Devices or Services unless due to sole and/or gross negligence by Company or its affiliates. Customer agrees to pay reasonable attorneys' fees and all applicable costs incurred by Company in enforcing this Agreement. This paragraph shall survive the termination of this Agreement.

12. Limitation of Action. Except for actions arising in connection with indemnification (above), neither Company nor Customer may bring legal action with respect to this Agreement more than one year after the legal action accrues.

13. Warranties. Company makes no express warranties regarding the Services and disclaims any and all implied warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Company does not authorize anyone to make any warranties on its behalf.

14. Assignment. Company may assign all or part of the rights or duties of Company under this Agreement without such assignment being considered a change to this Agreement and may provide notice to Customer. As a result of any such assignment, Company shall be released from all liability with respect to such rights or duties, or portions thereof. Customer may not assign this Agreement without prior written consent of Company, which may be withheld in its sole discretion.

15. Governing Law. This Agreement is subject to applicable federal laws and the laws of the State of California, and jurisdiction for any arising disputes shall be in San Diego County.

16. Entire Agreement. This is the entire Agreement between Company and Customer and supersedes any oral or written promises made to the Customer. This Agreement may only be amended as described herein. If the terms of this Agreement conflict with or are inconsistent with the terms of any purchase order or document provided by the Customer, the terms of this Agreement shall control. If any part of this Agreement is found unenforceable or invalid, the balance of this Agreement shall remain intact.

17. Hardware Limited Warranty Terms and Conditions. Company warrants that the Device shall be free from defects in materials and workmanship and will substantially conform to the Company applicable published specifications for a period equal 1) the warranty period included in your contract; or 2) the amount of airtime purchased by Customer with the Device, not to exceed 3 years, whichever comes first, provided that such limited warranty shall terminate if the airtime payments become delinquent or the airtime period expires. If the airtime expires at any time, then the limited warranty expires and may not be renewed. Company may, at its option, either (i) repair your Device with new or refurbished parts, or (b) replace it with a new or a refurbished Device. The decision to repair or replace will be made by Company. This limited warranty ONLY COVERS failures due to defects in materials or workmanship and DOES NOT COVER normal wear and tear or cosmetic damage. This limited warranty ALSO DOES NOT COVER damages which occurred in shipment, or failures which are caused by products not supplied by Company, or failures which result from accidents, misuse, abuse, neglect, mishandling, misapplication, alteration, faulty installation, set-up adjustments, improper maintenance, power surge, lightning damage, modification, introduction of sand, discontinuance of wireless service by underlying wireless services carrier, humidity or liquids, commercial use of the product (other than tracking financed cars or fleets of Customer's vehicles), or service by anyone other than a Factory Service

Center or other Authorized Servicer, or damage that is attributable to acts of God. THERE ARE NO EXPRESS WARRANTIES EXCEPT AS LISTED UNDER THIS "LIMITED WARRANTY COVERAGE", Company IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF A DEVICE OR THE Company SYSTEM, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, ARE LIMITED TO THE PERIOD OF THE LIMITED WARRANTY.

18. Survival. Sections 4, 5, 6, 8, and 10 through 18 of this Agreement shall survive termination of this Agreement for any reason.

19. This Agreement is between Company and Customer, as an agreement that is binding when 1) the Customer clicks to login to Company provided website, allowing the Customer the prior capability to thoroughly review this Agreement either through an Internet link or by contacting the Company directly for the Agreement; or 2) when the Customer activates a Service Plan assigned to a Device registered for use by a confidential Supply Agreement.

The below parties below have caused this Agreement to be executed and delivered as of the date of the login to or, in the case of a confidential Supply Agreement, activation of the Service Plan, and are represented by those duly authorized to execute this Agreement, between:

Positioning Universal Inc, a Delaware corporation, or its affiliate Positioning Universal Enterprise Inc, a Delaware corporation, either a ("Company"), located at 7071 Convoy Court, Suite 300, San Diego CA USA 92111 and ("Customer") clicking on "Login" or through utilizing the Service Plan by way of an authorized confidential Supply Agreement, to access the services ("Services").