

**INILEX
TERMS AND CONDITIONS**

Thank you for visiting Inilex's ("Inilex") internet website with one of the following domains: inilex, mysykyway, or fordsmartalert. Use of this Inilex Site (as defined below) and the Inilex Services (as defined below) are conditioned on acceptance, without modification, of the following Terms and Conditions of Use (this "Agreement") by you as a user of this Inilex Site and the Inilex Services ("Customer" or "You").

YOU HEREBY "ACCEPT" THIS AGREEMENT UPON THE EARLIER TO OCCUR OF THE FOLLOWING: (i) continuing past the Home Page of this Inilex Site, including, but not limited, Customer's registration for the Inilex Services and Customer's other use of the features of this Inilex Site; (ii) agreeing to any contract to buy, lease or otherwise use the Customer Vehicle (as defined herein); (iii) agreeing to any other contract incorporating the terms of this Agreement; or (iv) otherwise using the Inilex Services or benefits thereof (including use of the Customer Vehicle with active Inilex Services). THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU "ACCEPT" THIS AGREEMENT (AS INDICATED ABOVE). IF YOU, AT THIS TIME, DO NOT WANT TO BE FURTHER BOUND BY THIS AGREEMENT, YOU MUST LEAVE THIS INILEX SITE IMMEDIATELY AND YOU WILL HAVE NO RIGHT TO USE OR ACCESS THE INILEX SERVICES.

YOU SHOULD DOWNLOAD AND PRINT THIS AGREEMENT FOR YOUR RECORDS.

By visiting this Inilex Site, You agree to the following:

1. **DEFINITIONS.** In addition to other defined terms in this Agreement, the following terms shall have the following meanings:
- 1.2 "**Customer Vehicle**" means any new or used vehicle that the Customer leases, purchases or otherwise uses that has the Inilex Equipment installed therein
- 1.3 "**Inilex Equipment**" means hardware approved by Inilex for use with Inilex Services (such equipment to be offered by Inilex-approved dealers or by Inilex directly).
- 1.4 "**Inilex Home Page**" means the Inilex web page that is the first web page a user sees when accessing the Inilex Site.
- 1.5 "**Inilex Server**" means the computer software and/or hardware that serves the Inilex Site to users across the Internet, and which hosts the pages, scripts, programs, and multimedia files and serves them using a protocol designed to send files to users.
- 1.6 "**Inilex Services**" means Inilex's wireless telematic services provided by Inilex to Customer for use by Customer in its Customer Vehicles.
- 1.7 "**Inilex Site**" or "**this Site**" means any of Inilex's internet websites with domain names including inilex, mysykyway, or fordsmartalert

2. **PURCHASE OF EQUIPMENT; INILEX SERVICES; PAYMENTS FOR INILEX SERVICES**

2.1 In order for Customer to use the Inilex Services, Customer must first own, purchase or lease the Customer Vehicle which must already have Inilex Equipment installed therein. Customer's use of Inilex Equipment shall remain subject to all of the terms and conditions of: (i) all other agreements that Customer has entered into, or may enter into, with the dealer or other third party that is leasing, selling or otherwise providing the Customer Vehicle to Customer; and (ii) all other agreements Customer has entered into with Inilex (collectively, the "**Other Vehicle Agreements**"); **provided, however**, in the event the terms of this Agreement conflict with any terms of the Other Vehicle Agreement, then the terms of this Agreement shall govern (unless the Customer and Inilex have specifically agreed otherwise in a contract that is subsequent to this Agreement).

2.2 Customer must register with Inilex on the Inilex Site in accordance with the registration instructions set forth by Inilex before Customer will have any Access Right (as defined herein) to use the Inilex Services or this Inilex Site ("**Customer Registration**"). The Access Right (as defined herein) to use the Inilex Services and Inilex Site will not be granted, or will be revoked, if Customer fails to have and maintain a valid and accurate Customer Registration with Inilex.

2.3 Subject to the terms and conditions of this Agreement, including but not limited to, Customer having a valid and accurate Customer Registration with Inilex, Inilex hereby grant to Customer, only during the Customer's "**Subscription Period**" (as such term is defined in Section 2.4 herein), a non-exclusive, revocable, and limited right to access and use this

Inilex Site, and to use the Inilex Services, in strict compliance with this Agreement (the "**Access Right**"). Inilex reserves the right to suspend or revoke this Access Right at our sole discretion without notice. Notwithstanding the foregoing Access Right, Inilex also has the right to change, suspend, or discontinue any (or all) aspects of the Inilex Site or Inilex Services at any time, and from time to time, including the availability of any features of the Inilex Services. The Access Right (and all other rights, if any) granted to Customer pursuant to this Agreement will immediately terminate upon the expiration, cancellation or termination of this Agreement for any reason.

2.4 For purposes of this Agreement, the term "**Subscription Period**" means (A) the initial period during which the Customer subscribes for the use of Inilex Services in conjunction with the Inilex Equipment installed in the Customer Vehicle, such initial period commencing on the date the Customer Vehicles was purchased or leased by the Customer and extending for only such period as authorized by the agreements or related documentation arising out of such purchase or lease of the Customer Vehicle (the "**Initial Portion**"); and (B) extending for any renewal period or periods beyond the Initial Portion that Inilex, in its sole discretion, has agreed to in writing (hereinafter, the "**Renewal Portion**").

2.5 Inilex reserves the right, at any time, and from time to time, to charge Customer for any and all features and components of the Inilex Services and the Access Right during the Renewal Portion of the Subscription Period ("**Inilex Services Fees**"). Inilex also reserves the right to revise the Inilex Services Fees at any time, and from time to time, upon 30 days notice to the Customer. ***Inilex has the right to terminate this Agreement and the Customer's Access Right to use the Inilex Services and this Inilex Site if Customer fails to pay any Inilex Services Fee.***

3. **OTHER CONDITIONS ON ACCESS RIGHT; OTHER CUSTOMER OBLIGATIONS**

3.1 Customer shall be responsible for obtaining and maintaining all equipment or ancillary services needed to connect to or access the Inilex Site and Inilex Services, including, without limitation, computers, modems, hardware, software, ISP providers, and any other telecommunication services.

3.2 Customer is solely responsible for any use of Inilex Services in Customer's Vehicle, whether or not Customer is present in the Customer Vehicle, and even if Customer later claims the use was not authorized by Customer. Customer is solely responsible for any Inilex Services requested by or on behalf of Customer. Neither Inilex nor any service provider has any obligation to inquire about the authority of anyone's use of Customer's Equipment or the Customer's personal identification number or other security authorization.

3.3 As a condition of the Access Right (including, but not limited to, Customer's continued use of the Inilex Services and the Inilex Site) the Customer hereby further agrees that:

(A) Customer will not use the Inilex Site or Inilex Services (i) for any unlawful purpose; (ii) in any manner that would damage, disable, overburden, or impair the Inilex Services, Inilex Site, or any Inilex Servers; (iii) in any

way that interferes with Inilex's delivery of services to its other customers or the other customers' use or enjoyment of the Inilex Site or Inilex Services; (iv) in any way which damages Inilex's business operations, services, reputation, employees, facilities, or service providers; or (v) for any purpose that is prohibited by this Agreement;

(B) Customer will not obtain, use, or attempt to obtain or use, any materials, information or functions through any means not intentionally made available, or provided for, through the Inilex Services and Inilex Site.

(C). Customer will not use any information Customer receives from the Inilex Services or the Inilex Site except as expressly authorized by this Agreement or by Inilex. Customer shall not use any such information for commercial purposes or for any purpose not permitted by this Agreement. Customer cannot copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it.

(D) Customer will not upload to, distribute or otherwise publish on or through, or transmit on or through, the Inilex Site or Inilex Services (i) any message, data, information, text, work, or other material ("**Content**") that is (in Inilex's determination) unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; (ii) any Content that would constitute or encourage a criminal offense, violate the rights of any party, or would otherwise create liability or violate any local, state, federal or international law; or (iii) any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party anywhere.

(E) Without limiting the generality of the foregoing, Customer agrees to all of the following provisions: (a) Customers are prohibited from violating or attempting to violate the security of the Inilex Site, the Inilex Server or any third party sites, including, without limitation, (i) accessing data not intended for such Customer or logging into a server or account which the Customer is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iii) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting a virus to, or overloading, "flooding," "spamming," "mail bombing," or "crashing" the Inilex Site, Inilex Server, or any third party site. Any violations of any system or network security (including, but not limited to, that of the Inilex Site or the Inilex Server) may result in civil or criminal liability and Inilex has the right to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. Inilex reserves the right to cooperate with any and all law enforcement agencies, including complying with warrants, court orders and subpoenas and disclosing to law enforcement agencies any information about any Customer and anything a Customer does with respect to the Inilex Site and any third party site. By Customer's use of the Inilex Site, Customer authorizes Inilex to take such action.

(F) Customer will not otherwise use the Inilex Services or Inilex Site for any commercial purposes or for any purposes not explicitly permitted by this Agreement.

3.4 In addition to any other right to terminate this Agreement, Inilex has the absolute right to immediately terminate, without warning, any account and Access Rights which it believes, in its sole discretion, breaches any of the provisions of this Section 4 and Customer will be responsible for any damages sustained by Inilex, or any amount claimed by any third party against Inilex, plus any expenses, resulting in whole or in part from any such breach by Customer.

4. **INTELLECTUAL PROPERTY POLICY**

4.1 Inilex's policy is to respect the proprietary rights of others. Inilex has the absolute right to (i) immediately terminate, without warning, any accounts and the Access Rights of the Customer who appear to infringe upon the proprietary or other intellectual property rights of others, and (ii) remove, download or upload any Content from, to, via or through the Inilex Site or through the Inilex Services that, in Inilex's sole opinion, may infringe upon the proprietary or other intellectual property rights of any third party.

4.2 Customer acknowledges and agrees that it will not, at any time: (a) modify, alter, reverse engineer, decompile or disassemble any components of the Inilex Equipment, the Inilex Services, this Inilex Site, Inilex Servers, or any other proprietary assets of Inilex (collectively, "**Inilex Proprietary Assets**"); or (b) remove, alter, or obscure in any way any proprietary rights notices of Inilex or any other party on any of Inilex's Proprietary Assets.

4.3 Except for the limited Access Right, no rights are granted to Customer in any Inilex Proprietary Assets. Inilex reserves all rights, title and interest (including, but not limited to, all intellectual property rights) in and to all of Inilex's Proprietary Assets.

4.4 Customer will not adopt, use, attempt to register, or register (whether as owner, licensee or otherwise) any corporate name, trade name, trademark, domain name, service mark, certification mark, internet domain name, or other designation confusingly similar to any of Inilex Proprietary Assets.

4.5 In the event Customer contests or challenges the validity or ownership by Inilex of, or any of Inilex's rights in, any of Inilex Proprietary Assets, then Inilex shall have the right, at its sole discretion, to immediately terminate (without any right to cure) this Agreement, all Access Rights, and all other rights to use the Inilex Services, Inilex Site and the Inilex Equipment.

5. **PRIVACY POLICY**

5.1 Customer's use of this Inilex Site and Inilex Services is subject to Customer's compliance with (i) Inilex's Privacy Statement available [here](#) a copy of which is incorporated into this Agreement by this reference ("**Inilex's General Privacy Statement**"); and (ii) the additional terms and conditions set forth in this Section 5 (collectively, the "**Privacy Policy**"). In addition to any other right to terminate this Agreement, Inilex has the absolute right to immediately terminate, without warning, any account and Access Rights in the event Inilex believes, in its sole discretion, the Customer has breached any of the provisions of the Privacy Policy.

5.2 Customer is solely responsible for maintaining the confidentiality of the Customer's personal identification number and other security authorization information, including, but not limited to, login and passwords (collectively, the "**Customer Security Data**") and the Customer is responsible for all uses of their Customer Security Data. Customer is required to immediately notify Inilex of any unauthorized use of its Customer Security Data. Neither Inilex nor any service provider has any obligation to inquire about the authority of anyone using the Customer Security Data or the Customer's Equipment.

5.3 Customer hereby acknowledges and agrees that, in the course of providing the Inilex Services and operating this Inilex Site, subject to applicable law, Inilex is hereby permitted to collect, maintain, and use any Customer Information made available, or otherwise disclosed, by or on behalf of the Customer. For purpose this Agreement, "**Customer Information**" means any data or other information made available to Inilex arising out of the Customer's use of the Inilex Equipment, Inilex Services, Customer Vehicle (with an activated Inilex Equipment) or the Inilex Site, including, but not limited to (a) information provided or obtained from the Customer Vehicle's manufacturer, dealer, owner, lessor or secured lender; (b) information in any way related to the lease, loan or any security interest in and to the Customer Vehicle; (c) information provided or obtained during Customer's registration; (d) information provided or obtained for the purpose of granting Access Rights to Customer; (e) Customer's contact information; (f) Customer's Vehicle Identification Number (VIN); (g) information about the operation, location or features of the Customer Vehicle; (h) information and data about collisions involving the Customer's Vehicle; (i) information about moving violations or infractions, vehicle code or traffic code violations or infractions involving the Customer Vehicle; (j) information about Customer's subscription to, or any and all use of, the Inilex Services and Inilex Site; (k) the Customer Security Data; (l) any information provided by Customer on the telephone or via email to Inilex; or (m) all other personal identifiable information about Customer provided or obtained by Inilex arising out of the Inilex Services and Inilex Site.

5.4 Without limiting the generality of the foregoing, but subject to applicable law, Inilex is hereby authorized to use, maintain and disclose any and all Customer Information in any way it deems appropriate in order to carry out the Inilex Services or any of the other provisions of this Agreement,

including, but not limited to, the following uses: (A) to provide Inilex Services to the Customer Vehicle, including sharing that Customer Information with roadside assistance providers, emergency service providers, and other third party service providers; (B) to check and maintain the Inilex Equipment in the Customer Vehicle; (C) to provide information to the Customer Vehicle's manufacturer, dealer, owner, lessor, secured lender or insurance company or to law enforcement officials about the Customer Vehicle's operation, location or status; (D) to help maintain the Customer Vehicle or assist in fleet maintenance management if the Customer Vehicle is part of a fleet; (E) to evaluate and improve the Inilex Services and offer Customer new products and services; (F) to provide Customer Information to third party service providers in order to provide new products and services; (G) to comply with legal requirements, valid court orders and exigent circumstances; (H) to protect the rights, property, or safety of Customer and others; and (I) to perform market research; and (J) to enforce this Agreement with Customer or others and to prevent fraud or misuse of the Inilex Services.

5.5 SUBJECT TO APPLICABLE LAW, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE OTHER PROVISIONS OF THIS SECTION 5, CUSTOMER HEREBY AUTHORIZES INILEX, AT ANY TIME AND FROM TIME TO TIME, FOR ANY PURPOSES THAT INILEX DEEMS REASONABLY NECESSARY, TO DISCLOSE CUSTOMER INFORMATION TO ANY OF THE FOLLOWING: (A) THE OWNER(S) OR LESSOR(S) OF THE CUSTOMER VEHICLE; (B) THE CUSTOMER'S BANK, FINANCIAL INSTITUTION, LENDING INSTITUTION, OR OTHER ENTITY THAT HOLDS ANY LIEN, ENCUMBRANCE, OR OTHER RIGHT, TITLE OR INTEREST IN AND TO THE CUSTOMER VEHICLE; (C) THE CUSTOMER'S INSURANCE COMPANY WHICH IS INSURING, IN ANY WAY, THE CUSTOMER VEHICLE OR THE CUSTOMER'S USE THEREOF; (D) ANY GOVERNMENT AGENCY OR LAW ENFORCEMENT AGENCY; OR (E) ANY OF INILEX'S WIRELESS SERVICE PROVIDERS.

5.6 Customer acknowledges and agrees that, because Inilex provides the Inilex Services through wireless networks, (a) Inilex cannot guarantee that Customer's communications will be secure from interception by others.; and (b) Inilex will not be liable for any damages for any loss of privacy occurring in communication over such networks.

5.7 Customer also acknowledges and agrees that Inilex hereby has the right to (a) record and randomly monitor conversations from Customer or others with Inilex, with emergency service providers, or with the law enforcement agencies to maintain or improve the quality of the Inilex Services, for training purposes, or to promote and otherwise offer the Inilex Services; (b) randomly monitor Customer's interactions with Inilex's automated services for quality improvement purposes; and (c) Inilex Customer Service Representatives may remain on telephone lines during and after telephone interactions with Customer if the Inilex Customer Service Representatives conferences in a third party to assist in completing a service request and that any and all such data or information that Inilex and its Customer Service Representative derive from any of the above situations shall be deemed to be, and shall be treated as, "Customer Information" pursuant to this Section 5.

5.8 **CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT INILEX, SUBJECT TO APPLICABLE LAW, WILL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR ANY INJURIES, HARM, CLAIMS OR DAMAGES OF ANY KIND (UNDER ANY AND ALL THEORIES OF LAW) WHICH MAY ARISE OUT OF, OR ARE RELATED IN ANY WAY TO, INILEX'S COLLECTION, MAINTAINENCE, DISCLOSURE OR OTHER USE OF ANY OF THE CUSTOMER INFORMATION. THIS SECTION 5.8 IS ALSO SUBJECT TO ANY AND ALL OTHER DISCLAIMERS AND LIMITATIONS AS SET FORTH IN SECTION 8 OF THIS AGREEMENT.**

6. LIMITED WARRANTY.

6.1 INILEX'S SOLE AND EXCLUSIVE WARRANTY TO CUSTOMER WITH REGARD TO CUSTOMER'S USE OF THE INILEX EQUIPMENT AND THE INILEX SERVICES IS LIMITED TO THE TERMS AND CONDITIONS OF THE SPECIFIC WARRANTY APPLICABLE TO THE CUSTOMER'S SPECIFIC TYPE OF INILEX EQUIPMENT AS SET FORTH IN THE INILEX SITE (WHICH

WARRANTY MAY BE AMENDED FROM TIME TO TIME AND AT ANY TIME BY INILEX IN ITS SOLE DISCRETION) ("Limited Warranty"). The foregoing Limited Warranty arising out of this Section 6.1 shall expire upon the earlier to occur of (i) the expiration of the Limited Warranty period (applicable to the Customer's specific Inilex Equipment) as set forth in the Inilex Site; or (ii) any breach of this Agreement by Customer. The Limited Warranty shall be of no further force and effect if (i) the Inilex Equipment or Inilex Services have been altered or tampered with by or on behalf of the Customer; or (ii) Customer fails to promptly report to Inilex any defects it finds or becomes aware of in the Inilex Equipment or Inilex Service.

6.2 The Limited Warranty shall not be enlarged by, nor shall any obligation or liability of Inilex arise due to, Inilex providing any support to Customer or any upgrading or revisions to the Inilex Equipment or Inilex Services.

6.3 EXCEPT AS SET FORTH IN SECTIONS 6.1, THE INILEX EQUIPMENT AND INILEX SERVICES ARE OFFERED "AS IS," AND INILEX GRANTS, AND CUSTOMER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY STATUTE, COMMUNICATION OR CONDUCT WITH DEALER, OR OTHERWISE. INILEX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITATION OF THE ABOVE, INILEX GRANTS NO WARRANTY THAT THE INILEX EQUIPMENT OR INILEX SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, AND GRANTS NO WARRANTY REGARDING THEIR USE OR THE RESULTS THEREFROM INCLUDING, WITHOUT LIMITATION, THEIR CORRECTNESS, ACCURACY OR RELIABILITY. THE LIMITED WARRANTY STATES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEMVER FOR A BREACH OF THE LIMITE WARRANTY.

7. INDEMNIFICATION

7.1 Customer hereby agrees to indemnify, defend and hold harmless Inilex, its affiliates, service providers and their respective shareholders, members, officers, agents, directors and employees harmless from any and all claims, demands, judgments, damages, liabilities, expenses, costs and fees, including reasonable attorneys' fees, relating to or arising out of any claim or the defense of any claim, regardless of the nature of the cause of the claims, demands, judgments, damages, liabilities, expenses, costs and fees (including injuries resulting in death) made by any third party that arises out of or in connection with (1) Customer's breach of any of its covenants, representations, or warranties in this Agreement; (2) any unauthorized use of the Inilex Equipment, Inilex Services, Inilex Site or any other Inilex Proprietary Assets (as defined in Section 4 herein); (3) any use or possession of data or information (including, but not limited to, Customer Information) provided by or on behalf of the Customer; and (4) any claims for libel, slander, or any property damage, personal injury or death, arising out of or related in any way directly or indirectly to Customer's use of the Inilex Equipment or Inilex Services.

7.2 If Customer has authorized Inilex to charge amounts due against Customer's credit or debit card account or other similar account by giving Inilex, a card or account number, then Customer's agreement in this Section 7 to Indemnify Inilex extends to claims, expenses, liabilities, or damages arising out of or in connection with use or ownership of such credit or debit card account or other similar payment account, or from the issuer's refusal to pay amounts charged to such account.

8. ADDITIONAL LIMITATIONS OF LIABILITY

IN ACCORDANCE WITH APPLICABLE LAW, CUSTOMER AND INILEX EACH WAIVE IMPORTANT RIGHTS. UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, INILEX AND CUSTOMER EACH AGREE AS FOLLOWS:

8.1 INILEX IS NOT LIABLE FOR THE ACTIONS OR INACTIONS OF ANY THIRD PARTY SERVICE PROVIDER THAT INILEX CONTACTS FOR CUSTOMER OR CUSTOMER VEHICLE, NOR FOR ANY INABILITY BY INILEX TO CONTACT ANY THIRD PARTY SERVICE PROVIDER IN ANY PARTICULAR SITUATION.

8.2 INILEX IS NOT LIABLE TO CUSTOMER FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF INILEX EQUIPMENT OR INILEX SERVICES, NOR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF ANY OF SAME.

8.3 THE LIABILITY OF INILEX, ITS AGENT(S), REPRESENTATIVE(S) AND EMPLOYEE(S) TO CUSTOMER FOR DAMAGES OR ALLEGED DAMAGES UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) WITH RESPECT TO THIS AGREEMENT IS LIMITED TO AND SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO INILEX UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT AND/OR PRODUCT GIVING RISE TO THE DAMAGES.

8.4 INILEX SHALL NOT BE LIABLE FOR (1) PUNITIVE DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, OR (3) ATTORNEYS' FEES. CUSTOMER AGREES NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.5 INILEX HAS NO LIABILITY FOR SERVICE INTERRUPTIONS OF 6 HOURS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, CUSTOMER MUST NOTIFY INILEX WITHIN 2 DAYS AFTER THE TIME WHEN SUCH SERVICE INTERRUPTION COMMENCED. INILEX IS NOT LIABLE TO CUSTOMER FOR INTERRUPTED SERVICE NOR FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY CUSTOMER, BY ANY THIRD PARTY, BY THE PRESENCE OF BUILDINGS, HILLS, TUNNELS, NETWORK CONGESTION, WEATHER, OR ANY OTHER CIRCUMSTANCES THAT INILEX AND/OR ITS SERVICE PROVIDERS DO NOT CONTROL.

8.6 CUSTOMER AGREES TO EXCUSE ANY NON-PERFORMANCE BY INILEX OR ANY SERVICE PROVIDER CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND THE CONTROL OF INILEX OR ITS SERVICE PROVIDERS.

8.7 ALL DATA AND INFORMATION PROVIDED BY INILEX AND/OR ITS SERVICE PROVIDERS TO CUSTOMER IS PROVIDED ON AN "AS IS" BASIS. DEALER AGREES THAT NEITHER INILEX NOR ANY SERVICE PROVIDER THAT PROVIDES DATA OR INFORMATION TO CUSTOMER THROUGH THE INILEX SERVICES OR INILEX EQUIPMENT ARE LIABLE FOR, AND CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY DAMAGES OF ANY KIND, INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES FOR, ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN SUCH DATA OR INFORMATION.

8.8 CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY OF INILEX'S WIRELESS SERVICE PROVIDERS UNDER THIS AGREEMENT, AND IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INILEX AND ANY OF ITS WIRELESS SERVICE PROVIDERS. NO INILEX WIRELESS PROVIDER IS SUBJECT TO LEGAL, EQUITABLE OR OTHER LIABILITY OF ANY KIND TO DEALER, AND CUSTOMER WAIVES ANY AND ALL CLAIMS AND/OR DEMANDS FOR SUCH LIABILITY, UNLESS CUSTOMER HAS A SEPARATE CONTRACT WITH SUCH INILEX WIRELESS SERVICE PROVIDER.

8.9 Customer shall make any of its passengers, guests, or drivers of Customer Vehicle aware of Inilex's rights and limitations under this Agreement.

8.10 THE PROVISIONS OF THIS SECTION 8 MAY NOT APPLY IN STATES THAT DO NOT ALLOW AN EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CERTAIN OTHER DAMAGES.

8.11 In the event that a wireless Service Provider is involved in any claim arising in connection with this Agreement, Customer agrees to be subject to any limitations of liability of such Service Provider to the same extent customers of such wireless Service Provider are limited. Neither Inilex nor any Service Provider that provides Customer with data or information warrant that any such data or information will be error-free.

9. **INSURANCE.** The Inilex Services are intended as a convenience. Customer's payments for the Inilex Service are not related to the value of Customer's Vehicle or any property in it, nor the cost of any injury to or damages suffered by Customer. Accordingly, Customer agrees to obtain and maintain all appropriate insurance regarding personal injury, loss of property, and other risks. CUSTOMER HEREBY RELEASES AND DISCHARGES INILEX, AND ITS SERVICE PROVIDERS, THEIR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES OF ANY SUCH ENTITIES FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE FOR ANY CLAIMS MADE BY CUSTOMER AND ANY OTHER THIRD PARTY CLAIMING UNDER CUSTOMER. CUSTOMER AGREES THAT NO INSURANCE COMPANY OR INSURER HAS ANY RIGHT OF SUBROGATION AGAINST INILEX OR ITS SERVICE PROVIDERS.

10. **MODIFICATIONS OF INILEX SERVICES.** Inilex can modify the Inilex Services at any time, and from time to time, in its sole discretion, including modifying the scope of the Inilex Services, the payments to be paid by Customer for the Inilex Services and any of the terms and conditions of this Agreement. If Customer does not cancel the Inilex Service within thirty (30) days after Inilex provides notice of a modification to Customer, then Customer agrees to such modification, and such modified terms become part of this Agreement between Inilex and Customer. Only Customer may request that Inilex activate, cancel, deactivate, reactivate, renew, transfer, or otherwise change the Inilex Services received by Customer or portions thereof. If Inilex deactivates certain Inilex Services at Customer's request, Customer remains responsible for payment of such services unless otherwise set forth in this Agreement. If Inilex takes any of the aforementioned actions at the request of Customer, Customer agrees to pay any fees associated with such requests.

11. **CUSTOMER'S CANCELLATION OF SERVICES** Customer may cancel the Inilex Services by notifying Inilex in writing (as contemplated by the Notice provision herein). Customer may be subject to a cancellation fee upon cancellation of the Inilex Service. If Customer cancels Customer's Inilex Service, Inilex will not refund any amounts previously paid to Inilex by Customer unless otherwise set forth in this Agreement or agreed to by Inilex in writing in its sole discretion. If Customer cancels the Inilex Service, Inilex may immediately turn off the Inilex Equipment and discontinue the Inilex Services unless the Customer pays any reactivation fee and registers on the Inilex Site, unless otherwise agreed to by Inilex in writing in its sole discretion.

12. **INILEX'S TERMINATION OF ACCESS RIGHT AND INILEX SERVICES.** Inilex may, at its option, suspend or terminate the Access Right, including, but not limited to, Customer's use of the Inilex Services and this Inilex Site, immediately and without prior notice to Customer if Customer (i) breaches any part of this Agreement; (ii) fails to pay any amount due to Inilex or its service providers or has a credit or debit card provider that refuses a charge or bounces a check (iii) attempts to modify any equipment or software in the Customer Vehicle, including, but not limited to, the Inilex Equipment; (iv) uses the Inilex Service or associated wireless phone number for illegal or improper purposes; or (v) otherwise disrupts Inilex's business. If Inilex terminates the Access Right (including, but not limited to, termination of the Inilex Services), Inilex may elect, in its sole discretion, whether or not to reactive the Inilex Services for Customer. Customer acknowledges and agrees that Customer has no right to have the Inilex Service reactivated in the event of any such deactivation by Inilex, regardless of whether Customer cures any cause for any such termination.

13. **LIMITATIONS ON AVAILABILITY OF INILEX SERVICES**

13.1 The Inilex Services may use cellular or other wireless networks as well as the Global Positioning System ("GPS") satellite network. Customer acknowledges and agrees that: (i) Inilex Services cannot work unless the Customer Vehicle is in a location where Inilex has entered into an agreement with a wireless service provider for service, and service is available in that

area and (ii) Inilex Services that involve location information about the Customer Vehicle cannot work unless GPS satellite signals are available at such location.

13.2 Customer acknowledges and agrees that (i) not all Inilex Services are available on all Customer Vehicles; (ii) for the Inilex Equipment to operate, the Customer Vehicle must have a working electrical system and adequate battery power; and (iii) Customer Vehicle must be in good working condition and in compliance with all applicable government regulations.

13.3 Customer acknowledges and agrees that the Inilex Service may not function if (i) the Inilex Equipment is not properly installed by an authorized Inilex representative; and (ii) Customer attempts to modify any equipment or software in the Customer Vehicle, including the Inilex Equipment.

13.4 Customer acknowledges and agrees that Inilex has the right to occasionally temporarily suspend the Inilex Service due to network or system maintenance or improvement, or as a result of network congestion.

13.5 Customer acknowledges and agrees that the Inilex Services may not be available at particular time or place as a result of circumstances out of Inilex's control, such as lack of adequate cellular coverage, damage to Customer Vehicle, hills, tall buildings, tunnels, weather, or wireless network congestion.

14. **ADDITIONAL SERVICE DISCLAIMERS** Customer further acknowledges and agrees as follows:

14.1 **Early Vehicle Theft Detection.** For Inilex Service providing an active connection to Customer's Vehicle, Inilex can provide Customer an early Vehicle theft detection service by monitoring the location of a Customer's Vehicle within a specific geographic range and sending alerts to the Customer if the Vehicle is moved outside of the geographic range. Inilex cannot guarantee that such service will lead to recovery of Customer's Vehicle if Customer's Vehicle has been stolen or that Inilex, will detect all movements of Customer's Vehicle or that Inilex, will provide notification in a timely manner or at all.

14.2 **Stolen Vehicle Location.** If Customer's Vehicle is stolen, Inilex can attempt to locate the Vehicle for Customer via the local law enforcement agency. Before Inilex; attempts to locate Customer's Vehicle, Customer must provide to Inilex identification satisfactory to Inilex, and a stolen vehicle report filed with the appropriate authorities. Inilex is not obligated to continue to attempt to locate Customer's Vehicle after 48 hours from the time Customer first reports Customer's Vehicle as stolen, and Inilex cannot guarantee that Inilex will find Customer's Vehicle. Inilex is not required to try to find Customer's Vehicle for the purpose of locating a person.

14.3 **Remote Door Unlock.** If Customer is locked out of Customer's Vehicle, for Inilex Service providing an active connection to Customer's Vehicle, Inilex can often unlock Customer's Vehicle doors remotely as long as the vehicle is compatible with the Inilex Services and installation of the unlock feature has been properly performed,. Customer must provide to Inilex an identification satisfactory to Inilex before Inilex; will attempt to unlock the doors. If Inilex cannot unlock Customer's doors remotely, Inilex may contact Customer's existing roadside assistance provider, or another roadside assistance provider at Customer's expense to assist Customer.

14.4 **Third Party Services.** For Inilex Services providing an active connection to Customer's Vehicle, in performing the Inilex Services, an Inilex Customer Service Representative may link Customer or Customer's Vehicle to third party service providers such as the police. Inilex will use reasonable efforts to contact appropriate service providers for assistance when Customer asks for it or when the Inilex Service signals for such assistance, but Inilex cannot promise that any service providers will respond in a timely manner or at all.

15. **TRANSFERRING OWNERSHIP OF CUSTOMER'S VEHICLE.** Customer will promptly notify Inilex, if Customer (i) sells Customer's Vehicle, (ii) ends Customer's lease of Customer's Vehicle, or (iii) Customer's Vehicle is repossessed. If Customer sells or otherwise transfers ownership of Customer's Vehicle and does not notify Inilex, Customer will remain responsible for all obligations related to Customer's Inilex Service,

including payment. Notwithstanding such notification, Inilex reserves the right, in its sole discretion, to terminate the Access Right, including but not limited to termination of the Inilex Services, upon such transfer.

16. **NO RIGHTS IN WIRELESS NUMBERS.** Customer has no rights to any wireless phone number provided by Inilex to Customer in connection with the Inilex Service. Inilex will inform Customer if Inilex elects to change or reassign such numbers. The wireless phone number Inilex assigns to Customer may not be in Customer's local area code. Inilex is not responsible to Customer for any theft of Customer's wireless number or numbers.

17. **TERMINATION**

17.1 **Termination for Convenience.** Inilex may immediately terminate this Agreement, with or without cause, upon sixty (60) days written notice to Customer.

17.2 **Termination for Cause.** Inilex may terminate this Agreement upon the occurrence of any one of the following events: (a) immediately upon Customer's breach of any of the provisions of this Agreement (without a right to cure); immediately if Dealer discontinues carrying on Dealer's business; (b) immediately if Customer becomes insolvent or is otherwise unable to pay its debts as they become due; or (c) immediately if Customer disposes of the whole or the greater part of its assets, unless Inilex provides its prior written consent to such transaction;

17.3 **Effects.** Upon any cancellation, expiration or termination of this Agreement, the Customer's Access Right (including, but not limited to its right to use the Inilex Services and this Inilex Site) shall immediately terminate.

17.4 **Survival.** For greater certainty, and without limiting other rights of survival specifically provided for in this Agreement or which are implied, the rights and obligations of the parties provided for in Sections 3.3, 4, 5.4, 5.5, 5.8, 6.3, 7, 8, 9, this 17 and 18 shall survive the cancellation, expiration and termination of this Agreement.

18. **GENERAL PROVISIONS**

18.1 **Entire Agreement; Amendments.** This Agreement, including any exhibits, contains the entire, complete and final agreement and understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements between the parties pertaining to the subject matter hereof are superseded and are merged into this Agreement. This Agreement cannot be modified or amended in any respect except by a writing executed by the parties.

18.2 **No Implied Rights.** This Agreement pertains only to the rights and licenses specifically granted herein. No implied rights or implied licenses are to be inferred or granted by this Agreement. All rights other than expressly granted are reserved by and for Inilex.

18.3 **Binding Effect.** This Agreement is binding on the parties and their heirs, agents, executors, administrators and successors, including, without limitation, successor officers, directors and trustees, if any, of Inilex and Customer.

18.4 **Severability.** Should any one or more provisions of this Agreement be determined to be illegal, invalid or unenforceable, such provision or provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable. If modification of such provision or provisions cannot cure such illegality, invalidity or unenforceability the provision or provisions in question shall then be severed and the remaining provisions shall be interpreted and if need be modified in a manner which provides the maximum enforceability and validity of the entire remaining Agreement.

18.5 **Assignment, Transfer and Delegation.** The rights granted under this Agreement are specific and personal to Customer and cannot be assigned or transferred to any other party without the prior written approval of Inilex (which may be granted by Inilex in its sole discretion). Inilex has the right to assign or transfer its rights under this Agreement to any party.

18.6 Waiver. No failure or delay by Inilex in exercising any right, power or privilege in this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18.7 Notices. Any written notice from Customer required by this Agreement will be considered given when Inilex receives it at 460 S Benson Dr, Suite 7 Chandler AZ 85224. Any written notice from Inilex required by this Agreement will be considered given two days after Inilex mails it to Customer at the billing address Inilex has on file for Customer at the time. Any oral or other notices will be considered given when Inilex calls or emails the Customer.

18.8 Cumulative Remedies. Each right and remedy of Inilex shall be cumulative, and shall be in addition to every other right or remedy in this Agreement, or now or hereafter existing at law, or in equity, or by statute or otherwise, and the exercise or beginning of exercise by a party of any one or more of the rights or remedies in this Agreement, as now or hereafter existing, shall not preclude the simultaneous or later exercise by a party of any or all other rights or remedies in this Agreement as now or hereafter existing at law, or in equity, or by statute or otherwise.

18.9 Governing Law. This Agreement shall be governed solely by the laws of the State of Arizona without giving effect to any conflict of laws provisions thereof. Each party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in Phoenix, Arizona for any action that may be

brought under or in connection with this Agreement or the transactions contemplated by this Agreement.

18.10 Attorneys Fees. If either party files an action against the other party concerning this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees from the other party.

18.11 Force Majeure. Inilex shall not be liable to Customer for delays or failures to perform under this Agreement if the delay or failure is caused by shortage of labor, labor disputes, war, act of enemies, riots, insurrection, civil commotion, federal, state or municipal action, statute, ordinance, regulation, fire, flood, earthquake, accident, storm, explosions, acts of God, the inability to obtain essential materials or other resources, or other causes beyond Inilex's reasonable control.

18.12 Relationship of the Parties. The relationship of the Parties, or between Customer and any wireless service providers or other companies that help Inilex provide the Inilex Service, is that of independent contractors, and nothing contained in this Agreement will be construed: (a) to give either Party the power to direct and control the day to day activities of the other; (b) to constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) to allow either Party to create or assume any obligation on behalf of the other for any purpose whatsoever.