



## **GRG TERMS AND CONDITIONS**

Global Resource Group (“GRG”) hereby rents to the Customer Listed above the personal property listed and described herewith (the “Units”) under the terms and conditions set forth herein. GRG warrants that the Units are being rented and will be used for business and commercial purposes only and for the Customer specified above.

1. **RENTAL.** Customer shall pay to GRG on the first day of each month the rental amount set forth above (“Rental Payment”) commencing on the first day of the month following Unit delivery.

2. **TERM.** This Rental Agreement shall be on a bi annual basis and may be cancelled at any time on [30 days] prior written notice following the end of the two year agreement, if and only if the Customer cancels the [Rental Agreement Number] and the Units are returned to GRG. Customer may Opt-out of this agreement prior to the end of the contract for a \$100 cancelation fee. Rental Payments shall continue to be due and payable until such time as all, and not less than all, of the Units, are returned to GRG.

3. **MAINTENANCE.** GRG shall at its own cost and expense keeps the Units in good repair, condition and working order and furnishes all parts and servicing required therefore. GRG shall cause the Units to be maintained and operated carefully in compliance with manufacturer’s recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only.

4. **REPRESENTATIONS AND WARRANTIES.** The Units carry the standard manufacturer’s warranty. A copy of Geotab’s current standard form warranty is attached to the Dealer Agreement as Schedule H. Geotab makes no other representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Units, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Units are not properly installed, or tampered with any way, the standard manufacturer’s warranty will not apply and GRG shall replace the Units with new Units purchased from Geotab.

5. **RETURN OF EQUIPMENT.** In the event that this Rental Agreement is cancelled or either party elects not to renew this Rental Agreement, Customer shall, at its own risk and expense, immediately return the Units to GRG, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as GRG shall designate. If any item of Units is damaged or does not meet the standards set forth above for return condition of such Units, or if the Customer fails to discharge Customer’s obligations set forth above with regard to any item of Units, Customer shall pay to GRG, immediately upon demand, the fair market value applicable to such item of Units.

6. **LAWS AND TAXES.** Customer shall comply with all governmental laws, regulations and orders relating to this Rental Agreement, the Units and their use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Rental Agreement or and Units, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of GRG). Any fees, taxes or other



lawful charges paid by GRG upon failure of Customer to make such payments shall at GRG's option become immediately due from Customer to GRG.

**7. EQUIPMENT RISK AND INSURANCE.** The Units shall be at the risk of the Customer. The Customer shall insure that the Units are adequately insured in such amounts, in such form, and with such insurers shall be satisfactory to GRG. Each insurance policy will name GRG as loss payee and Customer shall furnish at GRG's request a certificate of insurance or other evidence satisfactory to GRG that such insurance coverage is in effect.

**8. ASSIGNMENT.** It is understood that the Customer is renting the Units for the express purpose of subletting the Units. As security for the rental obligations contained herein, Customer hereby assigns to GRG all right, title and interest in and all contracts between GRG and its Customer relating to the Units and agrees to obtain from the Customer an acknowledgement from the Customer to this assignment. Notwithstanding this assignment, until a Default has occurred under this Rental Agreement, GRG may continue to bill and collect directly.

**9. TITLE.** Customer shall have no right, title or interest in the Units. GRG may require plates or markings to be affixed to or placed on the Units indicating GRG is the owner.

**10. DEFAULT.** Customer is in default under this Rental Agreement if: (i) Customer fails to pay any Rental Payment or other amounts payable hereunder within five(5) days of the due date thereof; (ii) Customer fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder and such failure continues for a period of twenty (20) days; (iii) any representation or warranty made by GRG herein or in any document or certificate furnished to Geotab in connection herewith or pursuant hereto is incorrect at any time in any material respect; or (iv) Customer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Customer or for a substantial part of its property without its consent. If a default occurs, GRG in its absolute discretion may, without notice to Customer, (a) cancel any related service to Customer (b) notify Customer to pay GRG directly for the Units.

**11. NOTICES.** Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. GRG hereby agree that all documents, including this Rental Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.

**12. CHARGES.** Customer shall pay to GRG a late charge of ten dollars (\$10.00) for each month or part thereof for which a Rental Payment or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at their rate of 24% per annum calculated monthly. Customer further agrees to pay to GRG a returned cheque or non-sufficient funds (NSF) charge in an amount equal to the greater of \$50.00 or the actual bank charges to GRG plus other amounts allowed by law. Customer shall pay any and all charges and costs incurred by the GRG in connections with the enforcement of its rights under this Rental Agreement, including reasonable legal expenses and expenses. Should Customer fail to perform any obligation hereunder, GRG may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as additional rental to be paid by Customer.



13. **WAIVER.** No covenant or condition of this Rental Agreement can be waived except in writing by GRG and any forbearance or indulgence by GRG in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Customer to which the same may apply and, until complete performance by customer of said covenant or condition, GRG shall be entitled to invoke any remedy available under this Rental Agreement or by law. No waiver by GRG of any default shall constitute a waiver of any other default by Dealer of a waiver of GRG's rights.

14. **WIRELESS SERVICE.** GRG and its customers acknowledge that Wireless Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission Facilities. GRG and its customers agree that the Wireless Service Carrier and Wireless Service Provider shall not be responsible for such interruptions of service or the inability to use the service outside the Territory. GRG and its customers understand that the Wireless Service Carrier and/or Wireless Service Provider cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the service. GRG and its customers expressly understand and agree that the liability and obligations of the Wireless Service Provider and/or Geotab to GRG and its customers are strictly controlled and limited by the Wireless Service Carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Dealer and its customers' exclusive remedy and the total liability of Geotab and/or any supplier of services to you arising in any way in connection with the Wireless Services, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to payment by GRG of damages in an amount equal to the amount charged to end user for Wireless Service. In no event shall GRG, the Wireless Service Provider and/or the Wireless Service Carrier be liable for any cost, delay, failure or disruption of Wireless Service, lost profits, or incidental, special, punitive or consequential damages

15. **PROGRAM ADMINISTRATION.** For all Rentals, the monthly payment is due IN ADVANCE of the monthly rental. It is essential that all rentals are paid prior to the next month,

All Rentals of passive and live devices are web-hosted by Geotab,

Rentals are charged to the Customer on a month-to-month basis with no minimum term,

All Rentals begin on the 1st day of the month and end on the last day of the month. The first month's rental cost will be prorated so customers are only charged for the days remaining in the month from the date of shipping to the end of the month,

Any Rental payments not received by GRG prior to the last day of the month are subject to the provisions found in the 2011 GRG Rental Agreement, Installation labor is extra and not included in the monthly rental, Freight and any applicable duties and taxes are not included in the rental fee. It is the responsibility of GRG to ensure that applicable taxes are collected and remitted to local, state or provincial, or federal or national government agencies as they might be required, Only parts listed with rental pricing are subject to the rental program. Downloaders, keys, spare parts are to be sold separately under regular Purchase Order to GRG.



16. **MISCELLANEOUS.** This Rental Agreement shall be governed by the laws of the jurisdiction of which the Units were originally delivered to the Customer. Time is of the essence with respect to this Rental Agreement. No modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Rental Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Rental Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Rental Agreement. Any provision of this Rental Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Customer acknowledges and agrees that (i) clerical errors shall not affect the validity of this Rental Agreement and GRG shall be entitled to unilaterally correct the same; and (ii) GRG shall be entitled and is hereby authorized to complete the equipment description on the face of this Rental Agreement. Customer and GRG acknowledge that it is not intended that this Rental Agreement create a security interest. Notwithstanding this, GRG may register a financing statement and Customer waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law. Customer hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect GRG's rights and remedies hereunder.

In witness whereof, the parties have executed this Rental Agreement as of the date first written above.