

GPS Tracking Service Agreement



Tracknology, Inc.
1339 E. Colorado Street, Second Floor
Glendale, California USA 91205-1462

Tel: 818-243-7005 Fax: 818-243-1019

Customer:

Address:

Telephone:

Email:

Fax:

Service Level:

Tracking Freq: ___ Minutes

Reporting Freq: ___ Minutes

Rate Charge: \$ Per Device

Device Quantity:

Total Monthly Service: \$

Account Setup Charge: \$50.00

GRAND TOTAL: \$

This agreement is entered into by the above listed Customer, hereinafter referred to as Customer and the Vendor, **Tracknology, Inc.**, a California corporation, duly authorized and existing under the laws of the State of California, hereinafter referred to as **Vendor**.

1. EFFECTIVENESS, TERM and RENEWAL

- 1.1 This Agreement is for a minimum of One Year, and shall continue after one year, until canceled by either party with thirty (30) days written notice
- 1.2 **Vendor** reserves the right to immediately terminate this Agreement, without notice, if Customer violates any of the Terms and Conditions outlined here.
- 1.3 Use of Vendor's Tracking Services constitutes, on the part of the Customer, acceptance of, and agreement to abide by, these Terms and Conditions as well as the Tracking License Agreement (TLA).
- 1.4 The initial service fee is designated above and the prices are set for the minimum period of One Year.
- 1.5 The Customer will be notified at least thirty (30) days in advance of any price changes that may occur after the first year period.
- 1.6 This Agreement is not assignable without the prior written consent of Vendor. Any attempt by Customer to assign any of the rights, duties or obligations of this Agreement without such consent is void.

2. PRICES, PAYMENT and CHARGES

- 2.1 Prices do not include any taxes and are subject to an increase equal in amount to any taxes Vendor may be required to collect and pay.
- 2.2 Services must be prepaid by bank debit or credit card (Visa, MasterCard, American Express) and automatically charged to that bank account or credit card on a monthly or quarterly basis. Vendor will send a monthly Email Invoice, advising Customer of the automatic debit.
- 2.3 Services are payable in advance of the term of service. Services not paid within ten (10) days are past due. All services are subject to LOCK-DOWN for any account twenty (20) days past due and become subject to a re-activation fee and payment of all past due amounts.
- 2.4 LOCK-DOWN renders the software and data non-operational. In addition, you will be unable to access any and all user information and data.
- 2.5 Failure to pay within ten (10) days following LOCK-DOWN shall result in the termination of your account.
- 2.6 Vendor has a NO REFUND, NO RETURN policy on all services, payments and invoices.

Customer initials: _____

3. LIMITATION OF LIABILITY

3.1 Vendor exercises no control whatsoever over the data that is entered into the system. Vendor makes no warranties of any kind, whether expressed or implied, for the service(s) it is providing. Vendor also disclaims any warranty of merchantability or fitness for a particular purpose. Vendor will not be responsible for any damage that you suffer. This includes the loss of data resulting from service interruptions caused by its own negligence or your errors or omissions, errors in the software, data loss or errors.

3.2 Vendor will not be responsible for any hardware or software failures.

3.3 **IN NO EVENT SHALL Vendor BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF Vendor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH.**

3.4 Customer shall indemnify, defend and hold harmless Vendor, its directors, employees, affiliates and agents from any action brought against them by any third-party in connection with these Terms and Conditions, from any claims resulting from the use of the service by you or any of your employees or agents or others. Customer shall pay all damages and reasonable attorney fees arising as a result of Customer's use or misuse of any rights granted herein.

4. PROFESSIONAL SUPPORT SERVICES

For tracking activation, Vendor requires internet access to your computer. Professional Services are available to assist you with a wide-range of technical services not included in your standard monthly service. When such additional service is supplied, you will be charged the prevailing rate in effect at the time the service is provided.

Our Billing and Support Center is staffed Monday through Friday, US Holidays excluded, from 6:00am until 4:00pm Pacific Standard Time. At all other times, staff members are on call, 24/7, for emergency situations. If you require service or access to our Support Center or remote assistance by Vendor personnel, call the Vendor Support Center at 818-243-7005.

5. RELATIONSHIP BETWEEN THE PARTIES

5.1 Nothing in this Agreement or to be done pursuant to its terms and conditions is intended to, or shall, create a partnership or joint venture, for tax purposes or otherwise, between Vendor and Customer.

6. GENERAL and Vendor RIGHTS and REMEDIES

6.1 Violations of the Vendor Tracking License Agreement may result in Vendor taking such actions, including, but not limited to, temporary or permanent removal of content and the immediate suspension or termination of all or a portion of the Customer's Services, without notice.

6.2 Upon termination of an account for violation(s) of Vendor's Subscription License Agreement or failure by Customer to pay amounts due to Vendor. Vendor is authorized to delete any files, programs, email messages and data associated with such account.

6.3 Neither Vendor nor its affiliates shall have any liability for any such responsive actions. The above described actions are not Vendor's exclusive remedies and Vendor may take any other legal or technical action it deems appropriate.

6.4 The failure of Vendor or its affiliates to enforce the Terms and Conditions or the Subscription License Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of these Terms and Conditions or TLA is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

6.5 This Agreement is governed by, and shall be construed in accordance with the laws of the State of California. Venue for any litigation or claim hereto shall be the California State courts in Los Angeles County, California, USA. Customer consents and unconditionally submits to personal jurisdiction of the California State courts and waives any special treaty or legal requirements providing for restrictions upon such jurisdiction and on service of process.

6.6 In the event of any claim by Customer under any provision of this Agreement, the maximum recovery against Vendor shall be limited to price of one (1) month of service.

ACCEPTED BY CUSTOMER	ACCEPTED BY Vendor
Authorized Signature:	Vendor: Authorized Signature:
Name and Title:	Vendor Officer Name/Title:
Acceptance Date	Acceptance Date: