

**Gordon\*Howard Associates, Inc. ("PassTime®")**  
**INTOUCH AUTOMOTIVE RESELLER TERMS AND CONDITIONS ("RESELLER AGREEMENT")**

THIS RESELLER AGREEMENT (this "Agreement"), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the "Effective Date"), by and between PassTime with its main offices located at 861 SouthPark Drive, Suite 200 Littleton, Colorado 80120 and \_\_\_\_\_, (hereinafter "Reseller") with its main offices located at \_\_\_\_\_ .

Subject to the terms of this Reseller Agreement, PassTime grants Reseller a non-exclusive, non-transferable license to resell the INTOUCH™ product(s) and services.

**RECITALS**

- A. PassTime is a national manufacturer of aftermarket automotive products including the INTOUCH Product(s) and services (collectively "INTOUCH Program").
- B. Reseller is in the business of selling and leasing automobiles to its Customers or financing sales and leases, including Retail Installment Sales Agreements.
- C. Reseller wishes to act as a Reseller of the INTOUCH Product(s) and Services, and PassTime wishes to allow Reseller to do so per the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the respective undertakings of the parties, the monies to be paid hereunder, and the terms, conditions, and provisions hereinafter set forth, the parties hereto agree as follows:

1. **RESELLER USE OF INTOUCH PRIOR TO RESALE:** The parties anticipate Reseller will install and activate INTOUCH devices on Reseller's vehicles to maintain and control lot inventory prior to resale of these devices to its Customers. Reseller's purchase from PassTime shall include the purchase of INTOUCH devices and one year's prepaid airtime. After the initial term of service has expired, the purchase of renewal airtime is required, and if not renewed, a Device shall expire and after one year shall be permanently deactivated. A Permanently Deactivated Device loses all functionality. Reseller will **not** have access to an Expired or Permanently Deactivated device's location history data.
2. **PAYMENT TERMS AND PRICE:**
  - 2.1. Reseller understands that price and payment terms are subject to change at any time at the sole discretion of PASSTIME. INTOUCH shall be sold to Reseller according to the prices and terms in the attached Price Schedule or as agreed to on a Purchase Order agreed to by the parties. Shipping and handling shall be separately charged FOB Denver.
  - 2.2. Payments shall be paid in full either by Credit Card, COD or, subject to prior written approval, with terms of Net 30 days beginning on the date of the pertinent order. Reseller agrees, in addition to the base price for any unit, product or service, to pay any and all applicable local (including municipal and Colorado), State, Federal and foreign taxes required to be paid by such entity as sales or use taxes, cellular activation or maintenance and use taxes, and any other taxes required by the aforesaid entities to be paid. These taxes may change, and the change is agreed to as being beyond the control of any party to this Agreement. In the event Reseller does not pay taxes that are due, Reseller further agrees to defend, hold harmless and to indemnify PassTime in the event a taxing authority assesses such taxes due against PassTime or brings a claim or suit against PassTime, Gordon\*Howard or any of its owners, agents, employees, attorneys, or officers.

### 3. ORDERS AND DELIVERY

- 3.1. Reseller shall place all orders by filling out the INTOUCH Order Form and submitting it to PassTime or its representative by facsimile or email, or by phone to PassTime's Customer Care Center.
- 3.2. INTOUCH product(s) shall be delivered to Reseller by courier chosen by INTOUCH, Inc. on the delivery terms requested by Reseller. Reseller shall in all cases be responsible for the shipping and handling costs of delivery. PassTime shall use best efforts to process and ship INTOUCH product within 24 hours of receipt of order (excluding weekends and holidays).

### 4. RESELLER OBLIGATIONS

Failure to meet any and all of these obligations may constitute a material breach of this Agreement.

- 4.1. Unless PassTime or its approved installer installs the devices on behalf of Reseller, Reseller agrees to install the INTOUCH product(s) according to the installation training and instructional provided by PassTime and verify correct installation through the INTOUCH install verification website. Reseller is solely responsible for assuring the INTOUCH product(s) installed by or on behalf of Reseller is/are correctly installed and in working order prior to sale of the product. If PASSTIME performs the installations, PASSTIME is responsible for assuring the INTOUCH product(s) is/are correctly installed and in working order prior to sale of the product. If Reseller sells a device over the counter in Reseller's store to a customer of Reseller, customer can be responsible for installation and setup if they elect to not have it done by Reseller, sign a disclosure in part confirming that choice, and customer is provided a copy of the INTOUCH installation Guide.
- 4.2. Reseller agrees to abide by all terms and conditions of the INTOUCH Program.
- 4.3. Reseller promises not to use any INTOUCH plan for any fraudulent, unlawful, or abusive purpose. "Inappropriate Use" including excessive querying of a device. "Inappropriate Use" of a device includes any querying in excess of reasonable standards, including but not necessarily limited to: (a) any standards imposed by any governmental agency or law; (b) querying to an extent not reasonably related to locating a vehicle for theft recovery or for vehicle monitoring (e.g. low battery detection, mileage tracking, routine maintenance tracking); and (c) Where the number of queries slows or otherwise hurts the network capability, speed, or function, or in any way that interferes with PassTime's provision of services to PassTime Consumers. Breach of this section entitles PassTime to suspend service to any device being used inappropriately.
  - 4.3.1. SIM card Abuse: Moreover, Reseller may not remove the SIM card, if any from any device for **any purpose** and agrees to defend, hold harmless, and indemnify PASSTIME from any use of a SIM card by Reseller (including Reseller's agents and employees) or any Consumer for purposes except the use contemplated by this Agreement. This indemnification includes Reseller's obligation to pay for any and all data, usage, roaming or other charges imposed by any wireless carrier on PASSTIME
- 4.4. Reseller agrees to demonstrate INTOUCH functionality to all consumers prior to sale.
- 4.5. Reseller shall defend, indemnify and hold PassTime harmless from and against any and all claims, losses, or damages that may arise from Reseller's marketing, installation, sale, or support of INTOUCH product(s).
- 4.6. Reseller shall (i) conduct its business in a manner that reflects favorably at all times on the INTOUCH product(s) and goodwill, good name, and reputation of PassTime; (ii) avoid deceptive, misleading, or unethical practices regarding the INTOUCH product(s) or name; and (iii) make no false or misleading representations with regard to PassTime or the INTOUCH product(s) or services.
- 4.7. Reseller Disclosure Duties and Responsibilities: Reseller will advise all Vehicle users and Consumers of the INTOUCH presence, purposes, and functionality.

4.8. Website Terms of Use: The PASSTIME Website ("Website"), (including any INTOUCH branded website(s)) when contained herein shall include the PASSTIME website and its Mobile application which may be available on computers, laptop computers, tablets, cell phones, and similar devices) is owned and operated by PASSTIME., is provided to Reseller under the terms and conditions of this agreement and any operating rules or policies that may be published by PASSTIME. It is available on the internet at <https://secure.passtimeusa.com>

5. PASSTIME OBLIGATIONS

- 5.1. PassTime agrees to sell and ship product to Reseller in accordance with this Agreement.
- 5.2. PassTime or its authorized representative will train Reseller's agents and applicable employees (technicians, sales and office personnel, managers) on the INTOUCH Program which includes sales, service and installation of the INTOUCH product(s) and services.
- 5.3. PassTime shall respond to Reseller and Reseller's Reseller's queries and communications about the Program on a timely basis, including through the Customer Call Center.
- 5.4. PassTime agrees to provide Reseller with a reasonable quantity of Promotional Materials corresponding to Reseller's business activities (monthly sales levels of InTouch products).
- 5.5. PassTime shall provide customer support to end user on a 24/7 basis for all INTOUCH products and services.
- 5.6. Subject to the terms of this Reseller Agreement, PassTime grants Reseller a non-exclusive, non-transferable license to resell the INTOUCH product(s) and services.
- 5.7. If Reseller sells a vehicle but does not transfer ownership of a Product on the vehicle involved, PassTime may disable that device.

6. CHANGES TO AGREEMENT: PassTime reserves the right to amend this Agreement at any time provided PassTime gives notice of such change(s) within ten (10) business days before implementation. If Reseller does not cancel Reseller's INTOUCH Service Agreement within thirty (30) days after PassTime gives Reseller notice, Reseller agrees to the change and it becomes part of the agreement between the parties. Any changes are effective prospectively. Reseller agrees that by creating a website account and clicking "Enter" or "I Agree to the Terms of Use" prior to using the site on a given occasion, Reseller agrees to the current terms of use in place in this Agreement, for which a link is posted at the initial website screen. If Reseller and PassTime have signed a modified hard copy of this Agreement ("Hardcopy Agreement"), the terms of the Hardcopy Agreement prevail where different from any online Agreement. Further, PassTime shall facilitate a bypass of the online Agreement where Reseller has signed a Hardcopy Agreement.

7. CHANGES IN WIRELESS TECHNOLOGY; RELATIONSHIP WITH WIRELESS CARRIER

- 7.1. Reseller acknowledges that from time to time, advances in technology that are outside the control of PassTime may render products no longer useable for their ordinary intended purpose (e.g. when technology becomes either unavailable or no longer economically feasible due to advances in such technology). Reseller understands and agrees that PassTime is not responsible for such changes in technology rendering products obsolete, and further understand and agree that any Product may at some time become unusable. PassTime shall have no obligation to replace any unit that becomes unusable due to obsolescence because of a change in available technology.
- 7.2. Reseller has no contractual relationship with the underlying wireless service carrier or its affiliates or contractors and Reseller is not a third party beneficiary of any agreement between PassTime and the underlying wireless service carrier. Reseller understands and agrees that the underlying wireless service carrier and its affiliates and contractors shall have no legal, equitable or other liability of any kind to the Reseller and hereby waives any and all claims or demands therefor as against underlying wireless carrier and its affiliates and contractors. Reseller shall indemnify, defend and hold PassTime, the underlying wireless service carrier and the officers, employees and agents of each of them harmless from and against all claims,

causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with this Agreement; the provision or use of the Service; or the use, failure to use or inability to use the Number. This provision shall survive the termination of this Agreement.

## 8. WARRANTY & RETURNS

8.1. Warranty: PassTime shall warrant the INTOUCH product(s) according to the Warranty Policy found on <http://secure.passtimeusa.com> under the Help Section and incorporated herein ("Warranty"). The General terms are restated herein, but Reseller agrees it is bound by all terms of the onsite Warranty.

General Terms. PassTime warrants its PassTime-branded hardware products against defects in materials and workmanship under normal use for a period of the lesser of THREE (3) YEARS from the date of original retail purchase ("Warranty Period") by Reseller and the actual period of time the products are owned and used by Reseller (e.g. if Reseller sells a device to Consumer, Reseller's right to claim any warranty is void, and PassTime has a separate two-year warranty with consumers who purchase devices). If a hardware defect arises and a valid claim is received within the Warranty Period, PassTime AT ITS SOLE OPTION AND DISCRETION will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product (see Section 4.1.1). PassTime may request that you replace defective parts with new or refurbished Reseller-installable parts that PassTime provides in complete fulfillment of its warranty obligation. A replacement product or part, including a Reseller-installable part that has been installed in accordance with instructions provided by PassTime, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes PassTime's property. Parts provided by PassTime in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. If repair or replacement as termed herein requires that Reseller have the Vehicle brought to an appropriate venue (e.g. Dealership that sold Vehicle), Reseller must assist fully in requiring Consumer to comply with this need.

9. CONSUMER PRIVACY: PASSTIME and Reseller agree that, notwithstanding anything to the contrary contained in this Agreement or in any other documents pertaining to this Agreement, PASSTIME and Reseller shall comply with all privacy and data protection laws, rules and regulations applicable now and in the future including but not limited to GLBA, where applicable.

9.1. PASSTIME collects information about -the device several different ways: information Reseller or Consumer provide to PASSTIME when Reseller or Consumer registers the INTOUCH Device for use; PASSTIME web pages that Reseller or a Consumer visits; from PASSTIME wireless service providers; and from the device itself when PASSTIME Equipment is active. The information PASSTIME receives from the device includes information such as data about its operation, about Reseller's or Consumer's use of vehicle, about the location of Reseller's/Consumer's car before and during requests for INTOUCH service.

9.2. Reseller agrees that PASSTIME can, subject to applicable law, use any of this information to: (a) provide INTOUCH services to Reseller or Consumer or Third Party (including sharing that information with roadside assistance providers, emergency service providers, or others, as needed); (b) check or maintain PASSTIME Equipment; (c) help Reseller or Consumer to maintain the vehicle; (d) evaluate and improve its service; (e) enforce this agreement with Reseller, Consumer or others; (f) prevent fraud or misuse of INTOUCH service; (g) comply with legal requirements, valid court orders and exigent circumstances; (h) protect the rights, property, or safety of Reseller, Consumer or others; (i) offer Reseller or Consumer new or

additional products or services; (j) perform market research; and (k) provide information to Consumer 's lender/finance company in accord with agreements with such entity, but only where in compliance with all applicable state and federal privacy laws.

9.3. Because PASSTIME provides service through wireless networks, PASSTIME cannot promise that Reseller's communications will not be intercepted by others. Reseller agrees PASSTIME will not be liable for any damages for any loss of privacy occurring in communication over such networks. PASSTIME will record and randomly monitor device use by Reseller or others to maintain or improve the quality of INTOUCH service, for training purposes, or to promote and provide INTOUCH service. PASSTIME may also randomly monitor Reseller's interactions with PASSTIME's automated services for quality improvement purposes.

10. CONFIDENTIALITY: Each party agrees not to disclose the other party's Confidential Information to any third party except to the receiving party's own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. "Confidential Information" means information which is of a non-public, proprietary or confidential nature to the disclosing party, or that the receiving party knows, or reasonably should know, is Confidential Information of the disclosing party. Confidential Information of a disclosing party includes third party confidential information that has been entrusted to the disclosing party. The obligations of confidentiality and restriction on use in this Section do not apply to information that: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the receiving party; (c) was already in the possession of the receiving party prior to receipt from the disclosing party, and prior written proof thereof is provided on reasonable written notice; or (d) is subsequently and independently developed by employees, consultants or agents of the non-disclosing party without reference to the Confidential Information disclosed under this Agreement. A party may disclose Confidential Information as required to be disclosed in a judicial or administrative proceeding, only to the extent necessary to comply with such proceeding, provided that the receiving party shall give the disclosing party as much advance notice of the possibility of such disclosure as practical so that the disclosing party may attempt to stop such disclosure or obtain a protective order concerning such disclosure.

11. TERM: The term of this Agreement shall commence on the Effective Date and continue for twelve (12) months thereafter unless terminated earlier as provided herein. At the end of the initial twelve (12) months, the Agreement shall automatically renew for an additional twelve (12) months unless terminated.

## 12. TERMINATION

12.1. Cancellation of Services. If Reseller cancels some or all of Reseller's services, Reseller will not be entitled to any refunds for that service, PassTime Equipment, or amounts already paid. If Reseller cancels all services, PassTime may turn off Reseller's PassTime Equipment and Reseller may have to pay for any reactivation, if reactivation is possible.

12.2. Termination For Cause: PassTime may immediately terminate this Agreement in the event (i) Reseller fails to timely cure any default of sums past due within ten (10) days after notice of such default of past due sums; (ii) Reseller violates any material provision of this Agreement; (iii) Reseller is acquired, merged, or controlled directly or indirectly by a third party that is a competitor of PASSTIME.

13. RESELLER'S RESPONSIBILITY FOR INSURANCE: PASSTIME IS NOT AN INSURANCE COMPANY, EITHER FOR RESELLER OR CONSUMER. FOR RESELLER AND FOR ANYONE ELSE CLAIMING UNDER RESELLER, RESELLER HEREBY RELEASES AND DISCHARGES PASSTIME AND ITS SERVICE PROVIDERS, THEIR PARENTS, AFFILIATES, AND SUBSIDIARIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST ALL HAZARDS

COVERED BY RESELLER'S INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST PASSTIME OR ITS SERVICE PROVIDERS.

#### 14. RESOLUTION OF DISPUTES

- 14.1. If Reseller and PassTime have a disagreement related to INTOUCH product(s) and/or service, both parties will try to resolve dispute without resorting to formal or informal court process (including using best efforts to avoid litigation and arbitration). If the parties cannot resolve dispute, both parties agree, to the fullest extent permitted by law, to solve such disputes via binding arbitration, NOT lawsuits to resolve the dispute.
- 14.2. Arbitration shall be conducted under commercial rules (and, where applicable, wireless industry arbitration rules) for arbitration by the American Arbitration Association through its offices in Denver, Colorado, USA. Denver shall be the site for any such arbitration process.
- 14.3. If for some reason these arbitration requirements do not apply, or a claim proceeds in small claims court, PassTime and Reseller each waive any trial by jury.

#### 15. LIMITATIONS ON LIABILITY

- 15.1. PassTime's and the underlying wireless carrier's maximum liability to Reseller under any theory (including but not limited to fraud, misrepresentation, breach of contract, breach of express or implied warranty, personal injury, or products liability) is limited to an amount equal to the portion of the charges to Reseller for the services relating to the period of service during which such damages occur.
- 15.2. Reseller cannot recover (1) punitive damages, (2) treble, consequential, indirect, or special damages, or (3) attorney's fees from PassTime and the underlying wireless carrier. Reseller and PassTime agree 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 this agreement.
- 15.3. PassTime and the underlying wireless carrier have no liability for service interruptions beyond its control. Except for any credits provided voluntarily by PassTime for a dropped call or credits for interrupted service as described above, no one is liable to Reseller for dropped calls or interrupted service, or for problems caused by or contributed to by Reseller, by any third party, by buildings, hills, tunnels, network congestion, weather, or any other things PassTime or its service providers do not control.
- 15.4. Finally, Reseller agrees that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to Reseller, but to anyone using Reseller's PassTime HARDWARE OR SERVICES, to anyone making a claim on Reseller's behalf, and to any claims made by Reseller's family, employees, customers, or others arising out of or relating to Reseller's INTOUCH service or PassTime Equipment in all applicable areas and situations.

#### 16. TRADEMARK, COPYRIGHT, AND INTELLECTUAL PROPERTY RIGHTS

- 16.1. Proprietary Rights To Content: Reseller acknowledges that the trademarks, service marks or trade names (collectively, "Marks"), as well as any content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to Reseller by the Service ("Content") by PassTime or PassTime's Advertisers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws; therefore, Reseller is only permitted to use this Content as expressly authorized by PassTime or the Advertiser. Reseller may not copy, reproduce, distribute, or create derivative works from this Content without expressly being authorized to do so by the Service or the Advertiser.
- 16.2. License: PassTime grants to Reseller a Limited, non-exclusive, non-transferable license to use the Software necessary to utilize PassTime's products including its website service, exclusively for Reseller's internal business purpose. Reseller is not permitted to (i) modify

the Software; (ii) decompile, disassemble or reverse engineer the Software, in whole or in part, or use the Software for any competitive analysis purposes whatsoever; (iii) grant or allow access to the Software to any third parties; or (iv) copy the Software, in whole or in part, for use with any product other than PassTime's devices. Reseller understands and agrees that PassTime, in its sole discretion, may terminate this Limited License and cancel Reseller's access to the website for good cause, including if Reseller fails to pay all sums due PassTime for products or service.

17. **INDEPENDENT CONTRACTOR**: In performing its obligations hereunder, Reseller is acting as an independent contractor and not as agent of PassTime. Reseller shall not at any time have the authority to extend, obligate or bind PassTime to Services or responsibilities other than those specifically assented to in writing and each shall be solely responsible for the acts of its employees and agents.
18. **ASSIGNMENT**: Any of the rights and duties of the parties hereunder shall not be assigned by Reseller without the prior written consent of PassTime. PassTime may assign this Agreement to a third party without consent of Reseller. Further, if in doing so PassTime has had a substantial (greater than ten per cent) change in ownership, the terms of this Agreement may be changed without Reseller's consent, although Reseller, upon notice of such changes, may then elect to terminate this Agreement on thirty (30) days' written notice.
19. **WAIVER**: The waiver of any provision or default of this Agreement will not constitute a waiver of any other provision or default. If any provision of this Agreement is deemed to be unenforceable, the remaining provisions will remain in full force and effect.
20. **FORCE MAJEURE**: Neither party will be liable for any loss, damage, cost, delay or failure to perform resulting from causes beyond its reasonable control including, but not limited to, acts of God, fires, floods, earthquakes, strikes, insurrections, governmental orders, riots, terrorism, power failures or surges, lightning or storms, or delays of suppliers or subcontractors for the same causes.
21. **GOVERNING LAW**: To the fullest extent permitted by law and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the state of Colorado of the United States of America, with venue being in Arapahoe County, without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.
22. **DAMAGE LIMITATIONS**: Except for either party's indemnification obligations referenced herein, neither party shall be liable for any indirect, incidental, special or consequential damages incurred by the other party or any third party, including without limitation, loss of profits or revenue arising out of or related to the performance or failure to perform any obligation contained in this agreement or statement of work, or out of negligence in the course of such performance, whether the claim for damages is based in contract, tort, strict liability or otherwise.
23. **SECTION HEADINGS**: All section headings and captions used in this Agreement are purely for convenience and shall not affect the interpretation of this Agreement.
24. **EXHIBITS**: All exhibits described in this Agreement shall be deemed to be incorporated in and made a part of this Agreement, except that if there is any inconsistency between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control.
25. **MODIFICATION**: Except as otherwise provided, this Agreement shall not be modified except by the written agreement of the parties.

26. **SEVERABILITY:** If any provision of this Agreement or any Statement of Work is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
27. **SURVIVAL:** The provisions of this Agreement which by their nature extend beyond the expiration or earlier termination of the same shall survive and remain in effect until all obligations are satisfied.
28. **ENTIRE AGREEMENT:** This Agreement, including all exhibits hereto, and as amended from time to time, constitutes the entire agreement and understanding between the parties as to the matters set forth herein.
29. **CONFIDENTIALITY:** Each party agrees not to disclose the other party's Confidential Information to any third party except to the receiving party's own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. "Confidential Information" means information which is of a non-public, proprietary or confidential nature to the disclosing party, or that the receiving party knows, or reasonably should know, is Confidential Information of the disclosing party. Confidential Information of a disclosing party includes third party confidential information that has been entrusted to the disclosing party. The obligations of confidentiality and restriction on use in this Section do not apply to information that: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the receiving party; (c) was already in the possession of the receiving party prior to receipt from the disclosing party, and prior written proof thereof is provided on reasonable written notice; or (d) is subsequently and independently developed by employees, consultants or agents of the non-disclosing party without reference to the Confidential Information disclosed under this Agreement. A party may disclose Confidential Information as required to be disclosed in a judicial or administrative proceeding, only to the extent necessary to comply with such proceeding, provided that the receiving party shall give the disclosing party as much advance notice of the possibility of such disclosure as practical so that the disclosing party may attempt to stop such disclosure or obtain a protective order concerning such disclosure.
30. **PRIVACY POLICY:** This Privacy Policy describes PassTime data collection and use policies. Please read the entire Privacy Policy before providing any personally identifiable information to PassTime. It is available on the internet at [www.passtimegps.com/privacy](http://www.passtimegps.com/privacy).
31. **ATTORNEYS' FEES:** If any legal proceeding is commenced to enforce any provision of this Agreement or any Work Statement, then the prevailing party shall be entitled to recover from the other party the reasonable attorneys' fees, expenses and costs incurred by the prevailing party in such proceeding, in such amounts as the court may award.
32. **CONSTRUCTION OF TERMS:** This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation or drafting.
33. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FOR RESELLER:

FOR Gordon \* Howard Associates, Inc.:

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Name (Printed)

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Name (Printed)

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Title

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Title

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Signature

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Signature

**ADDENDUM A  
PRICING**

PRICING TERMS

- Reseller agrees to pay for any and all products and services by COD or valid credit card.
- Pricing listed does NOT include shipping or handling or all applicable cellular activation and/or sales taxes, which shall be charged in addition to the base prices listed.
- All prices are in U.S. Dollars unless otherwise stated.
- All prices are subject to change at PASSTIME’s discretion as per the terms of Section 1.5 and as elsewhere stated in this Agreement (including but not limited to issues of roaming, changes by wireless carrier, excessive use fees, etc.).
  
- Device purchase includes initial service package in the base price. Initial service package begins at the time of purchase and includes up to two (2) years of Lot Control and/or Service Tracking functionality. Initial Service package shall not exceed two (2) years from the date of purchase unless Reseller has pre-purchased a longer term.

PassTime INTOUCH	
Quantity	Price per Device
Any Quantity	As Per Initial Purchase Order

- After initial service package has expired, Reseller is required to renew service package:

PassTime INTOUCH Service Package Renewal	
2G Service	\$20.00 per year
3G CDMA Service	\$15.00 per year