

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“Agreement”) is entered into by and between ELDS, LLC, a Tennessee limited liability company (the “Company”) and the party signing herein below (“Subscriber”). Subscriber has agreed to purchase device(s) and components (the “Equipment”) and subscribe to certain electronic logs, telematics and other data services (the “Services”) from the Company as specified in this Agreement. The Company agrees to provide the Equipment and activate the Services for the Equipment in accordance with the terms and conditions of this Agreement. The terms of this Agreement, with the exception of pricing, shall be applicable to all future purchases of any other equipment and services by Subscriber from the Company. Company will occasionally update the terms of our Agreement and Subscriber should check www.eldsolutions.com regularly for updates.

30 Day Return Policy

We stand by our products and services and because of this, we offer a 30-day return policy which includes a refund for amount you paid toward Equipment, minus any applicable shipping costs and the first month’s Service fees.

Requests to return Equipment and cancel Service must be made within 30 calendar days from the date of this signed Agreement in writing to eldsupport@eldsolutions.com. Subscriber must sign a 30-Day Cancellation Form provided by Company within the 30-calendar day window and equipment must be received by Company within 15 calendar days of the signed 30-Day Cancellation Form in order to qualify for the 30-Day Return Policy. The 30-Day Return Policy only applies to the activation of new Equipment and Services. Transfers, reactivations and additional Equipment orders are excluded from the 30-Day Return Policy.

If the returned product is received by Company in like-new condition within the initial 30-day period, a refund will be granted for the Equipment fees originally charged. Shipping charges and the first month’s Service fees are not refundable. After 30 days, the terms of the customer Agreement and manufacturer’s warranty apply. Equipment that is returned without obtaining an RMA from Company will be refused.

In the event that the Equipment is returned in any other condition than like-new, Subscriber will not be refunded the cost of the Equipment.

The 30-Day Return Policy only applies to the Subscriber’s first order and not to additional orders. The 30-Day Return Policy also does not apply to annual subscriptions or promotions that require an annual payment for services upfront. Additional products and services may not qualify for the 30-Day Return Policy. Please email eldsupport@eldsolutions.com for more information.

Cancellation Policy

We want to make sure that you are happy with our products and services, but if for some reason you are not, you may cancel your service with us at any time. Below is a breakdown of the process and of the fees if you choose to cancel before the term of this Agreement has expired.

To cancel your Agreement, Subscriber must notify the Company via email at eldsupport@eldsolutions.com, sign a cancellation Agreement provided by the Company and pay Device Cancellation fees, Deactivation fees as well as any other unpaid balances or past due fees if applicable. Subscriber will continue to be billed regularly until Subscriber signs the cancellation Agreement and pays all balances and fees owed. If Subscriber does not sign a cancellation Agreement and/or refuses payment, Subscriber may be sent to a third-party collection agency and may be subject to additional fees. Please note that Subscribers who are billed less frequently than monthly are not eligible for cancellations during the term of the Agreement, however, may give notice that they do not wish to renew after the initial Agreement period. Any fees paid by Subscriber will not be refunded regardless of the term of the Agreement or billing terms with the exception of the 30-day return policy as described above.

Device Cancellation fees are calculated by multiplying the total number of devices listed on all Order Confirmations by the current retail cost of each device and appropriate accessories less any amount already paid toward those devices. In

other words, if you didn't pay full price for any Equipment, you will have to make up that difference when you cancel. This calculation remains the same whether cancelling the entire Agreement or any individual Service or Equipment.

Deactivation fees are calculated differently for each product type and platform. For legacy accounts, Electronic Hours of Service or eLog/HOS Deactivation fees are calculated by multiplying \$99 per BYOD device and \$149 per Dedicated device, wireless or hardwired, to deactivate the service. For more recent accounts, all subscriptions including but not limited to Fleet Management, Asset Tracking, ELD Driver, Tablet and FleetVision Deactivation fees are calculated by multiplying \$99 per subscription to deactivate the service. This calculation remains the same whether cancelling the entire Agreement or any individual Service or Equipment.

For Agreements that are 36 months or longer where no Equipment has been financed, as long as you notify us before 60 days from the end of the Agreement that you do not wish to renew, no Device Cancellation fees or Deactivation fees will apply regardless of the price that you paid for Equipment. For Agreements less than 36 months where no Equipment has been financed, as long as you notify us before 60 days from the end of your Agreement that you do not wish to renew, no Deactivation fees will apply, however, Device Cancellation fees will be assessed if applicable. For Agreements less than 36 months, Device cancellation fees will apply regardless of Agreement term length if the equipment was not paid for in full during the initial order or the Equipment has not been in service for a term of 36 months or greater. The 60-day notice that must be given includes month to month Agreements as well as any Agreements that are paid annually or through any type of promotion.

For any Agreement where the Equipment has been financed, the remaining cost of the entire Agreement must be paid out in full in order to cancel. This is calculated by multiplying the remaining number of months by the monthly cost of the Equipment and Services. This calculation remains the same whether cancelling the entire Agreement or any individual Service or Equipment.

The Company has the right to cancel the Agreement at any time with notice to Subscriber. No refund will be given for any Equipment fees or Service fees paid or previously charged.

If a billing option less frequently than monthly for the Service is selected by the Subscriber, these charges are non-refundable and the services may not be cancelled, however, Subscriber may choose not to renew the annual pricing and/or promotional pricing Agreement with a minimum 60-day notice. This also applies to annual subscriptions or promotions that require an annual payment for services upfront. If the Subscriber gives notice prior to the 60 day window that they wish to cancel at the end of the Agreement date and signs a cancellation Agreement prior to that time, Subscriber will continue to incur previously agreed to pricing until the end of that original Agreement date.

Once cancelled, Subscriber will not have access to any historical data or logs. If Subscriber wishes to have access to historical information, Subscriber may download this information at any point prior to the cancellation.

Ordering Equipment and Shipment

The Company will ship the Equipment listed under the Order Confirmation of the Agreement to Subscriber upon Subscriber successfully executing this Agreement. Shipping and handling costs will be paid for by Subscriber and Subscriber will have the option to choose a shipping speed, shipping insurance and the option for a signature for delivery. Shipping and handling costs will be billed once product has shipped and will be separate for any costs related to Equipment and Services. It is the Subscriber's responsibility to provide complete and accurate shipping information to Company. Company will ship Equipment based solely on the information provided by Subscriber. Once the Equipment has shipped, the Company is no longer responsible for the Equipment and it is the Subscriber's responsibility to ensure the package is delivered. Subscriber will be responsible for any and all fees related to shipping included but not limited to customer fees, customs fees and rush order fees. For additional Equipment orders, Subscriber will be required to sign a Modified Agreement provided by the Company. In each Modified Agreement, an "Order Confirmation" will set out the details of the order placed by Subscriber and will extend this Agreement and all previous Agreements for the duration noted in the most recent Agreement. Please note that when ordering new Equipment, pricing may differ from the original or any previous Agreements.

Services and Data Retention

Monthly Service and Equipment fees will commence on the date of the signed Agreement and shipping fees will commence separately upon shipment. Subscriber may change packages at any time by signing a Modified Agreement with new agreed upon pricing, depending on the nature of the change, additional fees such as a Deactivation fees and Device Cancellation fees may apply. Some Services may be purchased by Subscriber without signing a Modified Agreement. When this happens, Subscriber will automatically be charged to the payment method on file for any active Services that Subscriber adds and will be charged on future invoices for these active devices as well.

The Equipment should only be used for the purpose of fulfilling the Services and any data usage unrelated will result in that individual equipment being shut off and may result in additional charges for the Subscriber. Subscriber assumes all responsibility related to excessive data usage including any repercussions from having the service terminated.

Included in the monthly Service fee is storage of Subscriber's data on the Company's servers. Hours of Service data, including driver's logs, will only be available for exactly six (6) months from the current date and will be immediately and permanently deleted from the Company's servers. This data is not recoverable once deleted. Subscriber may back up driver's logs and other data on their own at any time. If Subscriber wishes to keep this data for longer than 6 months, Company suggests the Subscriber bulk export the data each calendar month. Subscriber should backup all data on their own and at their own expense as Company will not back up such data. Additional data backup fees may apply if Company is requested to assist with backing up any information for Subscriber beyond the six (6) month automatic backup period. Telematics data may be stored for up to two (2) years depending on the level of service that is selected by the Subscriber.

Continuous FleetVision data is limited to the capacity of the memory card on each FleetVision device and should be monitored regularly by Subscriber. Once the capacity of the memory card installed has been reached, the Equipment will begin overwriting the oldest available data and continue this process for as long as the Equipment is powered on. Company will not back up any FleetVision related data unless specifically requested by Subscriber. If Subscriber requests that specific events be backed up and/or downloaded, those events will be stored for up to two (2) years. In the event that the Equipment, including but not limited to the memory card is destroyed or corrupted, any data related to that specific device may be permanently lost.

Company will provide every reasonable effort to educate and train Subscriber and Subscriber's employees on the use of the Equipment and Services, however, Company cannot and will not alter, edit or otherwise interfere with any hours of service data or driver's logs. Any edits or alterations to driver's logs and additional hours of service data fall outside of the scope of the Company's responsibility and fall solely on the Subscriber.

Certain Services may include integration with other 3rd party vendors that Subscriber is utilizing. This type of Service is only available to Subscribers who are paying for Company's highest levels of Service. Depending on level of integration and the amount of time needed for the integration, Company may charge a fee to Subscriber in addition to any other fees Subscriber is currently paying for each integration. Please keep in mind that integration greatly depends on the cooperation of the other 3rd party vendor and not all integrations are possible.

Billing

All fees for Services and Equipment shall be paid in advance, in US funds, and thereafter all monthly fees will also be paid in advance using a credit or debit card. Should Subscriber fail to timely pay any monthly fee, the Services will be immediately shut off and will remain shut off for the duration of non-payment (including turning off access to systems and archiving of any data linked to the Equipment/Services), and Subscriber hereby waives and releases the Company from any and all damages, claims or judgments relating thereto. In addition, I/We do personally guarantee payment for all Services and/or Equipment sold to the Subscriber in accordance with this Agreement.

In the event of any declined payment or insufficient funds, Subscriber will be given a five (5) day grace period to pay for the Services during which time the Services will remain active. After five (5) days of non-payment, Subscriber's Services will be immediately suspended and a fee of Fifty and 00/100 Dollars (\$50.00) will be charged per NSF.

Should Subscriber fail to timely pay any Service fee and such failure continues for twenty (20) or more calendar days, Subscriber shall immediately repay to the Company the amount of the "Cancellation Fee" explained above or Subscriber will be subject to be sent to a collection agency by the Company for all outstanding charges including but not limited to Equipment fees, Service fees collection agency fees and any other fees that may be associated with the collection of the outstanding amount due. In the event that Subscriber wishes to restore services after twenty (20) days and all outstanding balances and fees have been paid, in order to reactivate the Equipment and Services, a reactivation fee of forty and 00/100 US Dollars (\$40.00) will be charged for each BYOD, Fleet Management and FleetVision device and a data reactivation fee of Seventy-five and 00/100 US Dollars (\$75) will be charged to reactivate each of Subscriber's Dedicated device.

Term of This Agreement

This Agreement shall remain in effect for so long as Subscriber has any active Services with the Company. All orders placed by Subscriber for Services (with or without Equipment, i.e. "Software Only" or "BYOD" option) will be for an initial term listed above. Once each Services order's initial term has expired, such Services order term will renew automatically for successive one (1) year terms for any initial terms longer than one (1) year and for successive one (1) month terms for all initial terms shorter than one (1) year at the then current monthly fee schedule. Subscriber may express its intent that any Services not automatically renew by notifying the other party in writing or by email no later than sixty (60) calendar days in advance of the date of auto renewal. For Agreements shorter than 3 years, if Subscriber chooses not to automatically renew and notifies Company before sixty (60) calendar days, Subscriber will not have to pay any Deactivation Fees but will still owe any unpaid Device Fees which is calculated by multiplying the total number of devices as listed on all Order Confirmations by the current retail cost of each device and appropriate accessories less any amount already paid toward those devices. Regardless of what Subscriber pays in device fees for any Order confirmation, once the last device ordered has been in service with Company for 36 months or longer Subscriber will not owe any Device Fees if Subscriber chooses not to renew.

Equipment Warranty

The Equipment is warranted for one (1) year from date of delivery to function properly, not including abuse or accidental breakage by the Subscriber. Should the equipment fail during this timeframe at no fault of the Subscriber, the Company will replace the device with similarly functioning Equipment at the Company's sole discretion. In addition, the Subscriber must return the defective Equipment within 15 days of receiving the new Equipment or the Subscriber will be charged the full price, including shipping charges, for the replacement Equipment. The Services carry no warranty, express or implied, due to forces beyond the control of the Company. GPS data is secured from satellites which the Company has neither ownership nor control. The Services are subject to failure due to failure or incapacity of equipment that is not under the control of the Company that relays the data. The Company is not responsible or liable for interruption or disruption of the Services or any loss of data, which Subscriber hereby acknowledges it shall be solely responsible for backing up and storing on its own servers. However, the Company will make commercially reasonable efforts to remedy any interruption of the Services in a timely manner upon notice from Subscriber. No other verbal, written, or implied warranty shall increase the scope of the warranty specifically referenced herein above. Notwithstanding the foregoing, the Company shall not be liable for any damages due to or arising from failure of the Equipment or Services and the warranty referenced herein above shall be Subscriber's only remedy. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE EQUIPMENT AND SERVICES TO BE PURCHASED UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Confidentiality

The Company will not sell or otherwise disclose Subscriber's information. The Company will use commercially reasonable efforts to ensure that Subscriber's information is secure. Company may use aggregated data, still images, video images, or other information for reporting, marketing or other business purposes, however, any information specifically identifying Subscriber will be omitted unless allowed in writing by Subscriber.

Loss of Services

The Company is not responsible for any damages from loss of Services due to Equipment failure, connectivity failure, or damages arising from improper installation of Equipment.

Limitation of Liability

In no event shall the Company be liable to or for the Subscriber for damages, direct or indirect, including, but not limited to, lost savings, lost profits, bodily harm, death, emotional distress, property damage or other direct or indirect damages and claims arising from the Service and/or the use of the Equipment. The Subscriber shall indemnify the Company from all third party claims that may arise as a result of operating a motor vehicle.

Notice

All notices shall be in writing and delivered to the address listed herein below for the Company and Subscriber by registered/certified mail, FedEx, UPS or email and are effective when delivered.

Terms & Conditions

All Equipment and Services provided by Company to Subscriber shall be subject to the Terms & Conditions found within this Agreement and at www.eldsolutions.com, which Terms & Conditions are subject to revision from time to time as determined in Company's sole discretion. Subscriber hereby acknowledges and agrees that it is Subscriber's responsibility to frequently check the Terms & Conditions online for any revisions that are made. If changes are made to the Terms & Conditions by Company, Subscriber agrees to these changes by continuing to use the Equipment and Services.

General

This Agreement constitutes the entire agreement between the parties relating to the subject matter herein. This Agreement supersedes any previous agreements, whether written or oral, by and between the Company and Subscriber. This Agreement may only be modified in writing by an officer of the Company. If any portion of this Agreement is found to be void or unenforceable the remaining part of the Agreement shall remain in full force and effect. This Agreement does not convey to Subscriber any intellectual property rights (whether patents, copyrights or trademarks) on the Equipment and/or Services that the Company owns or for which the Company has a license right except rights to use the Equipment and Services as specifically set forth in this Agreement.

Governing Law

The Agreement and all aspects of the relationship between the parties shall be governed by the laws of the State of Tennessee, excluding its conflicts of law provisions. Both parties consent to the exclusive jurisdiction of the state and federal courts of the State of Tennessee in respect of any action or proceeding arising out of or relating to this Agreement, and agree that any such actions may only be brought in such courts located in Williamson County, Tennessee.

Print Name: _____ Title: _____

Authorized Signature (Subscriber): _____ Date _____