



LoJack SafetyNet Client and Caregiver Program Agreement

COVER SHEET
LoJack SafetyNet Client and Caregiver Program Agreement

1	Client (Wearer of Bracelet) Name	
2	Client Address: Apartment/Unit, Street City, State/Province: Zip/Postal Code	
3	Caregiver Name	
4	Caregiver Address (if different from client) Apartment/Unit, Street City, State/Province: Zip/Postal Code	
5	Caregiver Phone Number	
6	Caregiver Email Address	
7	Battery/Strap Changing Agency	
8	Effective Date	
9	Initial Term (Minimum 3 months)	
10	Payment Made By (Check one)	<input type="checkbox"/> Client <input type="checkbox"/> Caregiver
11	Payment Made To (Check one, if other specify)	<input type="checkbox"/> LoJack SafetyNet <input type="checkbox"/> Other _____
12	Enrollment Fee*	\$ _____
13	Prorated 1st Month Fee	\$ _____
Select either 14a or 14b below (not both) (Shipping handling and, taxes extra)		
14a	Service Fees*: <input type="checkbox"/> Monthly Payment	\$ _____
14b	Service Fees*: <input type="checkbox"/> Annual Prepayment	\$ _____
*Shipping handling and, taxes extra		

IN WITNESS WHEREOF, this Agreement, consisting of this Cover Sheet and the attached LoJack SafetyNet Client and Caregiver Program Agreement has been executed as a sealed instrument by Client and by Caregiver, as of the Effective Date set forth above, and LoJack SafetyNet, Inc. shall be bound to this Agreement in accordance with the provisions contained herein.

Caregiver:

Client [or person authorized to sign on behalf of Client pursuant to a Power of Attorney or Health Care Proxy (which is to be attached, if applicable)]:

Signature: _____
 Print Name: _____

Signature: _____
 Print Name: _____

Affix Label Here

LOJACK COPY

COVER SHEET

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Caregiver:

Client [or person authorized to sign on behalf of Client pursuant to a Power of Attorney or Health Care Proxy (which is to be attached, if applicable)]:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

CLIENT COPY

LoJack SafetyNet

Program Agreement

If applicant is accepted into the LoJack SafetyNet Program, the following terms shall apply as agreed to upon the signing of the cover page of this LoJack SafetyNet Program Agreement:

PLEASE READ THESE TERMS AND CONDITIONS (THE "AGREEMENT"). THEY ARE YOUR AGREEMENT WITH US AND REPLACE ANY PRIOR AGREEMENT OR AGREEMENTS BETWEEN YOU AND US RELATING TO LOJACK SAFETYNET AND APPLY TO ALL OF YOUR PAST, PRESENT, AND FUTURE SERVICES UNTIL MODIFIED OR REPLACED BY NEW TERMS AND CONDITIONS. BY ENROLLING OR USING THE DEVICE OR OUR SERVICES, THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL AUTOMATICALLY BE DEEMED ACCEPTED BY, AND BINDING ON, YOU AND ANY PERSON USING THE LOJACK SAFETYNET DEVICE OR OUR SERVICES.

This Agreement covers the purchase and use of our Devices and Services as those terms are defined below. Besides you and us, only the following entities and their respective successors and assigns are intended beneficiaries of this Agreement: our corporate affiliates and the third party service providers, including law enforcement and public safety agencies, Project Lifesaver International, a body corporate incorporated under the laws of the Virginia, having its principal business office located at 815 Battlefield Blvd. South, Chesapeake, VA 23322 ("PLI") and other providers whose services we may use or depend upon in providing our Services ("Service Providers").

1. DEFINITIONS

LSI, We, Us, or Our: The company, LoJack SafetyNet, Inc., or LSI, a corporation duly formed under the laws of Delaware, having its principal business offices located at 200 Lowder Brook Drive, Westwood, Massachusetts 02090, USA, if the Client/Caregiver is resident in the USA or LSC Locator Systems International Corp, a corporation duly formed under the laws of British Columbia having its principal business offices located at 692 Sumas St., Victoria, British Columbia which provides the Products and Services you purchase from us. **Client or you:** the customer, the user of the Device and the Services. **Device:** Your LoJack SafetyNet by LSI hardware. **Services:** We provide the Device and we provide equipment and services used by first responders to locate a Client reported lost or missing. **Caregiver:** The person acting for and having responsibility for the Client. **Web Site:** The LoJack SafetyNet portal which can be found at www.lojacksafetynet.com.

2. ENROLLMENT AND SECURITY

LoJack SafetyNet is a search and rescue system specifically designed to track and rescue people at risk of wandering, including those with Alzheimer's, autism, Down syndrome, dementia and other cognitive disorders. The Device and Services provided by LSI are solely for use with clients with such cognitive disorders. You must provide LSI with accurate, complete, and updated enrollment information, including a recent photograph, telephone, address, e-mail address, and user information. Failure to do so will be considered a breach this Agreement. Caregiver and Client each acknowledge that the information provided to LSI is true and accurate to the best of his or her knowledge. All information provided has been given voluntarily, and Client and Caregiver consent to the collection, use and disclosure of such information related to the tracking, location and recovery of Clients reported lost or missing. Information provided may be shared with public safety agencies, Service Providers and PLI, which trains and assists law enforcement agency in the use of the LoJack SafetyNet equipment for tracking and recovering Clients reported lost or missing. Furthermore, I hereby represent and warrant that I am at least eighteen (18) years of age and have full power and authority as the duly authorized representative of the Client named on the Cover Sheet, to register and act on his/her behalf. LSI is relying on Caregiver's representation of authority to contract for and bind Client and the appropriate Power of Attorney and/or Power of Personal Care is attached to this Agreement, if needed. Website access may be provided by LSI to update Client information. If so, you will be required to select a username and password. You understand that you may not (i) select or use a name of another person with the intent to impersonate that person; (ii) use the rights of any person other than yourself without authorization; or (iii) use a name that we, in our sole discretion, deem offensive. As you submit information, you understand that the Web Site is owned by LSI. The Site is operated in the United States of America and operated to be in compliance with the laws

of the Commonwealth of Massachusetts and the United States of America. Access is governed by this Agreement under the laws of the United States. Enrollment as a Client or Caregiver of the Web Site or Services provided via the Web Site results in your customer information being stored and processed in the United States, and you, by enrolling, specifically consent to such storage and processing. You may access that information at any time to confirm its correctness and to keep it current in connection with the enrolled Client.

You shall notify us by regular mail at 200 Lowder Brook Drive, Westwood, MA 02090 or by email at customerservice@lojacksafetynet.com of any known or suspected unauthorized user(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You will be responsible for maintaining the confidentiality of your password.

You acknowledge and accept full responsibility for the use and protection of your LoJack SafetyNet User Name and Password, if applicable. You may change your User Name and Password at any time by going to the Web Site or by contacting the LSI Client services center at 1-877-4-FIND-THEM (1-877-434-6384). However, Client accepts full responsibility for all LSI Services provided in conjunction with the use of the User Name and Password by Client or third parties with whom subscriber has made User Name and Password available.

You are responsible for all usage or activity on the Web Site via your password account. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and you may be referred to appropriate law enforcement agencies. You will not use the Services for any unlawful purpose, or in any way that interferes with LSI's delivery of Services to you or other clients. You will not abuse or do anything to damage LSI's business operations, services, reputation, employees, facilities, or Service Providers. You shall not use any information you receive from the Services except as expressly authorized by LSI. You shall not use any such information for commercial purposes. You shall not copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast or create derivative works from any of it. You are solely responsible for any use of the Services, whether or not you are present with the Client, and even if you later claim the use was not authorized by you. Neither LSI nor any Service Provider has any obligation to inquire about the authority of anyone using your username, password, personal identification number or other security authorization.

3. CAREGIVER AND CLIENT

I understand, as Client or as Caregiver, that enrollment does not replace the need for constant supervised care of the Client. Caregiver is, and remains, primarily responsible for supervised care and takes full responsibility for protecting the Client from wandering. Caregiver also understands that a Caregiver, or a family member, must be present with the Client at all times.

I understand, as Client or as Caregiver, that (i) LoJack SafetyNet equipment is designed to be an additional aid to help locate a missing person and that there is no warranty, representation or guarantee that a person will be found because they are wearing a LoJack SafetyNet bracelet; (ii) LoJack SafetyNet equipment is designed to provide law enforcement personnel with an additional technology in attempting to locate the Client; (iii) this is a program for aiding in the search and rescue of persons suffering from diminished mental capacity or other disability, and (iv) in order for LoJack SafetyNet to work, I have a responsibility to obey the instructions of the LoJack SafetyNet program, follow all training (including all emergency communication procedures), make sure that the Client is wearing the LoJack SafetyNet transmitter bracelet and test each day to ensure that it is functioning. If the LoJack SafetyNet transmitter bracelet has been tampered with, removed or is defective, I will call LSI immediately at **1-877-4-FIND-THEM (1-877-434-6384)**.

I understand, as Client or as Caregiver, that when I notice that the enrolled Client has wandered off, I must immediately call the emergency number supplied by the LSI member agency and report the Client as a missing person and that the Client has a LoJack SafetyNet transmitter. I understand and acknowledge that the LoJack SafetyNet device cannot predict or report that the Client has wandered off. It is used solely as an aid for emergency personnel when notified the Client is missing. I understand that while LoJack SafetyNet is an electronic tracking device that assists in locating persons who wear the bracelet device, there may be times or circumstances when individuals cannot be located even while wearing the transmitter bracelet. I will not hold LSI, LoJack Corporation or any of its or their employees, officers, directors, affiliates, volunteers, Service Providers, law enforcement or public safety agencies (collectively the "Releasees") involved liable for failure to track, recover or locate the Client using the system, and hereby release all such Releasees from any and all claims, causes of action, losses or damages arising from any inability or delay in tracking, recovering or locating the Client.

I understand, as Client or as Caregiver, that all information I have provided may be shared among law enforcement and public safety agencies or their representatives and affiliates (including any individuals to change batteries and straps) in or around the community where I reside or where I may travel. Therefore, I understand that none of the information I have

provided or shall provide in the future can be considered confidential or protected or private when used for the purposes of the LoJack SafetyNet Program, notwithstanding any prohibition under applicable state, federal or local law. I specifically waive any rights to the confidentiality of the Client's medical records possessed by LoJack SafetyNet, Service Providers, PLI or any of PLI's member agencies or other third parties used in providing services which requires dissemination of such information. I confirm that I have the authority by which to waive such rights. I understand that the transmitter and tester remain the property of LSI and when no longer being used by the Client to whom it was assigned will be returned undamaged to LSI or to the relevant law enforcement agency. I shall remain liable for any loss or damage to all such equipment other than that resulting from normal use as intended and for the replacement cost of all such equipment until returned.

I understand, as Client or as Caregiver, that if I fail to use the tester device at least once per day and record the results on the supplied test result monthly inspection sheet, or if I fail to notify LSI or the law enforcement agency having jurisdiction immediately when I discover the Client missing, or if I fail to notify LSI if I test the transmitter device and find no signal indication, or if the Applicant refuses to wear or removes the device 3 (three) times, then the Applicant may be involuntarily removed from the program. All property will then be returned to LSI and I will return to the original security measures, which were in place prior to enrollment in LoJack SafetyNet, and without recourse to LSI.

4. CHARGES AND PAYMENT

Monthly fees are due on the first of each month, for the month. Annual fees are due on the first day of the anniversary of the first full month of service. As an example, if you enroll on January 15th, you will pay a prorated fee for January on enrollment and your annual renewal fee will be due on the 1st day of each February. **IF YOU GIVE US A CREDIT OR DEBIT CARD NUMBER, YOU ARE AUTHORIZING US OR OUR AFFILIATES TO CHARGE IT FOR ALL OF OUR SERVICES AND ALL AMOUNTS DUE US UNDER THIS AGREEMENT WITHOUT FURTHER OR PRIOR NOTICE TO YOU AND YOU COVENANT THAT YOU ARE AUTHORIZED TO MAKE SUCH CHARGES ON SUCH CARD.** If your credit or debit card provider refuses a charge, our Services can be terminated or suspended without notice. If you have not authorized charges to be made to a credit card account, or if charges made to the credit card account are not paid, payment must be received on or before the due date or Service may be suspended or terminated in LSI's sole discretion. Monthly billing or other usage charges for the Services selected by you are calculated from the beginning of the month, with charges prorated (if necessary). **Payments not received within 30 days of any applicable due date are past due and we, in our sole discretion, may apply a late monthly charge of 1.5% per month (or the maximum legal rate, if less) on the unpaid balance.**

The Services covered by your monthly payment include periodic battery and strap changes, which may be performed by a Service Provider. The initial Service Provider is designated on the Cover Sheet. LSI, as agent for the Service Provider, assumes the responsibility to collect the monthly payment from you and pay over to the Service Provider the portion attributable to its services. If the Service Provider or another third party has assumed the responsibility for payment of some or all of your fees, you remain responsible to pay for the services provided to you to the extent that we do not receive payment from such Service provider or other third party.

In addition to the costs of Devices and Services provided for under this Agreement, you shall pay any applicable taxes, fees or charges. Such taxes will be added to your bill when required by applicable law.

5. TERMINATION OR SUSPENSION OF OUR SERVICES

Our Services may be terminated or suspended without prior notice for good cause without liability. Our Services can be terminated or suspended if Client or Caregiver breaches any part of this Agreement, does not pay amounts that are due to us or to any intended beneficiary of this Agreement, uses the services in conjunction with hardware or equipment not provided or manufactured by LSI, interferes with our efforts to provide our Services, or uses our Services for any illegal or otherwise improper purpose. Our Services may also be terminated or suspended if Client refuses to wear the Device, if the availability of communication services used by us end or are interrupted, or should any other circumstance arise or omission occur related to maintaining, repairing, or improving our infrastructure or our network.

6. TECHNICAL SUPPORT

LSI will provide technical support for the Services to you at no additional charge. Technical support will consist of (i) reasonable telephone and email support during LSI's reasonable business hours, and (ii) access to updates to the LSI

Services which are made generally available to our Clients. Except as expressly set forth above, nothing in this Agreement will obligate LSI to provide any support for the Services.

7. PRIVACY

You understand and agree that in conjunction with employee training, quality control and the provision of the Services, LSI or its affiliates may monitor and/or electronically record conversations. We may collect information regarding Client and Caregiver in a variety of ways, including: (i) information disclosed by you to law enforcement, PLI or LSI during enrollment for the Service; (ii) information disclosed by you during your use of www.LoJackSafetyNet.com or during your telephone calls with LSI; and (iii) through your use of the Services. You hereby consent to LSI using your information, including but not limited to location, sex, age, physical and medical condition, height and weight, to provide or assist law enforcement in providing the Services, respond to regulatory and legal requirements including credit reporting and fraud prevention, and electronically tracking your LoJack SafetyNet Client in conjunction with providing Services. You hereby consent to LSI providing your information to law enforcement, Service Providers and/or emergency services personnel or in response to exigent circumstances, a subpoena or other such legal process. In addition, you consent to LSI using your information to the extent it is relevant for any of the following reasons: (i) to check and maintain the LoJack SafetyNet equipment; (ii) to evaluate and improve the Services and offer you new products and services; (iii) to provide information to Service Providers in order to provide our products and services; (iv) to enforce this Agreement and to prevent fraud or misuse of the Services; (v) to protect the rights, property or safety of you and others; and (vi) to perform market research.

8. DISCLAIMER OF WARRANTIES

LIMITED PARTS AND LABOR WARRANTY – So long as you are not in default of this Agreement and you have an active Service account with LSI in good standing, we warrant that if the Device proves to be defective in material or workmanship during the term of this Agreement, we will, at our option, either repair or replace such Device. Subject to Section 11, this warranty shall not apply in the event of abuse or misuse of the Device by Client or Caregiver. LSI's only responsibility is to replace or repair the Device in accordance with this limited warranty and not for any additional payment, regardless of the nature. Devices shall be returned to LSI in accordance with Section 11.

CONDITIONS, LIMITATIONS AND EXCLUSIONS

The limited warranty does not cover defects in Devices sold, removed, serviced or modified by anyone other LSI or an authorized Service Provider. Client and any Caregiver must comply with all the terms of this warranty. To obtain service under this Limited Parts and Labor Warranty, you may call **1-877-4-FIND-THEM (1-877-434-6384)**. You must present your equipment and dated proof of purchase to a LSI representative upon request.

The foregoing limited warranty does not extend to claims arising from any use of the Device other than in accordance with the terms of the Terms and Conditions or for purposes other than those for which such products were designed. Specifically, this limited warranty shall not apply to any malfunction or failure that results from: components, parts or materials that are not supplied or installed by LSI; improper maintenance, installation, operation or use of a hardware device; accident, misuse, abuse, or from fire, flood, lightning or other acts of God; or any modification of a hardware device or other product without LSI's written approval. LSI does not warrant that the operation of the Device or related Services will be uninterrupted or error free and LSI explicitly does not warrant the Service during such time period in which Client or Caregiver has returned the Device to LSI for repair or replacement.

LSI reserves the right to make changes in design and improvements upon its products without assuming any obligation to install such changes upon any of its products previously manufactured or installed.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND LSI AND ITS AFFILIATES AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES NOT EXPRESSLY STATED HEREIN. TO THE EXTENT EITHER PARTY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW. IF YOUR DEVICE IS NOT PROPERLY MAINTAINED, IS MODIFIED BY ANY PERSON OTHER THAN AN AUTHORIZED REPRESENTATIVE OF LSI, OR IS COMBINED WITH EQUIPMENT OR SERVICE NOT EXPRESSLY APPROVED BY LSI FOR USE WITH YOUR DEVICE OR OUR

SERVICES, NEITHER LSI NOR ANY OF ITS AFFILIATES ARE LIABLE. THERE ARE OTHER FACTORS BEYOND OUR CONTROL THAT MAY PREVENT US FROM PROVIDING OUR SERVICES TO YOU AT ANY GIVEN TIME, SUCH AS ABUSE OR NEGLIGENCE OF YOUR DEVICE AND LIMITED COVERAGE AREA PROVIDED BY OUR SERVICE PROVIDERS. THE CLIENT MAY BE OUT OF RANGE OF OUR EQUIPMENT AND OUR SERVICE PROVIDERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT OUR SERVICES OR ANY DATA, INFORMATION OR SERVICES PROVIDED THROUGH IT. WE DO NOT WARRANT THAT ANY OF OUR DEVICES, PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT WARRANT THE TIMELINESS OR ACCURACY OF ANY RESCUE OR ATTEMPTED RESCUE. WE DO NOT WARRANT THAT CLIENT, IF LOST OR MISSING, WILL EVER BE RESCUED. FURTHER, WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU AGREE THAT YOU WILL NOT RELY ON ANY SUCH STATEMENT.

IN THE EVENT THAT THE DEVICE PROVES TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP WITHIN THE WARRANTY PERIOD, THE CLIENT'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. IN NO EVENT SHALL LSI BE LIABLE FOR ANY LOSS, INCONVENIENCE OR DAMAGE WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE RESULTING FROM BREACH OF ANY EXPRESS WARRANTY OR AN IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, WITH RESPECT TO ANY LSI PRODUCT, EXCEPT AS SET FORTH HEREIN.

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, or do not allow disclaimers of implied warranties or limitations on the duration of implied warranties, so the above limitations or exclusions may not apply to you.

9. LIMITATIONS OF LIABILITY

LSI PROVIDES EQUIPMENT AND SERVICES TO ASSIST LAW ENFORCEMENT AGENCIES, SERVICE PROVIDERS AND AFFILIATES IN LOCATING AND RECOVERING CLIENTS. IF THE CLIENT IS MISSING OR LOST, OUR SERVICE PROVIDERS WILL PROVIDE ASSISTANCE TO LAW ENFORCEMENT AND AFFILIATES, BUT WE DO NOT GUARANTEE THAT THE CLIENT WILL BE LOCATED OR FOUND.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONPERFORMANCE HEREUNDER BY LSI, ITS AFFILIATES, SUPPLIERS, AND/OR THE SERVICE PROVIDERS SHALL BE EXCUSED IF CAUSED BY ACT OR OMISSION OF A THIRD PARTY, EMERGENCY SERVICES PROVIDER, EQUIPMENT FAILURE, ACTS OF GOD, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND LSI'S CONTROL. IN ADDITION, THE LIABILITY OF LSI, ITS AFFILIATES, SUPPLIERS AND SERVICE PROVIDERS FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT OR OTHER FAILURE IN THE DEVICE, PRODUCTS, SERVICES FURNISHED SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PRORATED MONTHLY CHARGES TO SUBSCRIBER FOR SAID SERVICE DURING THE PERIOD SO AFFECTED, PROVIDED THAT NO LIABILITY SHALL RESULT FOR TIME PERIODS DURING WHICH CLIENT IS KNOWINGLY WITHOUT A DEVICE DUE TO THE RETURN OF DEVICE TO LSI FOR REPAIR OR REPLACEMENT. IN NO EVENT SHALL LSI, ITS AFFILIATES OR SERVICE PROVIDERS BE LIABLE TO CLIENT, CAREGIVER OR ANY THIRD PARTY FOR ANY COST, DELAY OR INCIDENTAL, GENERAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE DEVICE, PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR THE INABILITY TO USE ANY OF THE FOREGOING, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, SERVICE INTERRUPTIONS, SERVER DOWNTIME, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION OR FAILURE OF PERFORMANCE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT.. LSI SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM CLIENT'S OR CAREGIVER'S USE OF THE LSI DEVICE OR THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE LSI SYSTEM BY OTHER THAN AN AUTHORIZED THIRD PARTY OR AFFILIATE. CLIENT AND CAREGIVER AGREE TO INDEMNIFY AND HOLD HARMLESS LSI, ITS SERVICE PROVIDERS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AFFILIATES FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ACTS, ACTIONS OR CLAIMS, ARISING OUT OF OR IN CONNECTION WITH THE DEVICE AND THE SERVICES, WHETHER BROUGHT BY CLIENT OR THIRD PARTIES.

10. TERM/RENEWAL/TERMINATION

Term

Our Services commence and you are bound by this Agreement applies when a Service Provider, law enforcement representative or affiliate of LSI fits the Client with the Device and enrolls you in the LoJack SafetyNet Program and (i) you buy Services from us either over the telephone or through the Web Site; or (ii) you knowingly use our Services or accept any of the benefits of our Services at any time.

The initial term of this Agreement is three months, or such longer initial term as may be stated on the Cover Sheet. Provided that you have a credit or debit card account or similar payment account on file with LSI for the Services, if you do not elect to pay an annual fee, this Agreement **automatically** shall renew for successive one month terms on the same payment terms, unless modified or terminated in the manner provided below. The initial term is or may be pre-paid if so set forth on the Cover Sheet. LSI reserves the right to modify any and all terms and conditions at the time of any renewal including, but not limited to, rates, service plan features and benefits, special promotions and other such programs. LSI reserves the right to modify the charges for or scope of services at any time during the term of this Agreement upon 30-day advance notice to Client. In case of any modification of charges, Client shall have the right to terminate this Agreement without payment of any damages by written notice delivered to LSI within fifteen (15) days after such Client is informed of the proposed modification; provided, however, that upon receipt of Client's election to terminate this Agreement, LSI shall have 15 days to notify Client of its intent not to modify Client's charges, in which case this Agreement shall remain in full force and effect and binding on Client for the full term at the charges applicable to Client without effect of the proposed modification.

Changes to Plans

If Client terminates this Agreement prior to the end of the fixed term, or LSI terminates service to Client prior to the end of the fixed term or for nonpayment or other default in Client's obligations, Client agrees to pay LSI (in addition to any other amounts then owing under this or any other Agreement between Client and LSI) a cancellation fee in accordance with LSI's written credit and refund policy in effect at the time.

Termination

Client may terminate this Agreement at any time after the expiration of the initial term by written notice given at any time, with such termination to be effective on the last day of the succeeding calendar month, and by returning the Client's Device on the effective date of termination and LSI shall provide you with a pro rata refund for the unused pre-paid months of Service. If Services are declined by Client for any reason, or if this Agreement has expired, is terminated or cancelled, or if Client's account is past due or the Client is in breach of this Agreement, LSI is not obligated to provide Service to Client and has the right to discontinue Service and/or terminate this Agreement. Any voluntary provision of Services by LSI in such cases will not be considered a waiver of this provision. In the event of a declination of Service, the Client is not entitled to any refund. Client acknowledges that except as otherwise set forth above, Client is not entitled to a refund for the cost of the Device, or any unused portion of the Services.

In either case, Client shall remain liable for the payment of all charges incurred under this Agreement through the later of the effective date of termination or the date on which the Client's Device is returned to LSI. Charges through the effective date of termination shall be immediately due and payable. Further, Client may be subject to reactivation charges if service is subsequently recommenced. These remedies are not exclusive but are in addition to all remedies provided by law in the event of Client's default. Client will reimburse LSI for attorney's fees, costs of investigation or collection and similar expenses incurred by LSI in the enforcement of any right or privilege hereunder.

11. RETURNS

Any Device returned to LSI pursuant to Section 8 and this Section 11 shall be returned to us at your sole cost and expense to: LoJack SafetyNet RETURNS – LoJack SafetyNet, Inc. 90 Glacier Drive, Westwood, MA 02090 if the Client is a resident of the USA and to SafetyNet RETURNS – LoJack SafetyNet, Inc. 692 Sumas St, Victoria, BC V9A 7M7 if the Client is a resident of Canada. Returns of Devices shall require a valid return material authorization ("RMA") number provided by LSI. LSI shall not be responsible for any returns received that fail to identify a valid RMA number on the outside of the shipping container. Throughout the term of this Agreement, LSI shall replace up to two (2) Devices at our sole cost and expense,

including shipping fees; provided, however, that if LSI determines that such Device was damaged as a result of improper usage or abuse, then Client or Caregiver shall pay the then applicable fee, including all applicable taxes and shipping fees, to replace Device.

If you have any questions or need further information, please call LSI Client Services at 1-877-4-FIND-THEM (1-877-434-6384).

12. AMENDMENT

We have the right, at our sole discretion, to modify this agreement or our Services at any time, which includes (without limitation) the right to suspend our Services. Changes to this Agreement will be posted on the web site, which you agree to visit regularly, or may be sent via e-mail or postal mail to you. Your continued use of our Services following posted notices of changes means that you have accepted and are bound by the changes.

13. ASSIGNMENT

LSI reserves the right to assign this Agreement and its rights and obligations under it, whether in whole or in part. If LSI makes an assignment, it will have no further obligations to the Client. Neither Client nor Caregiver may assign this Agreement without LSI's prior written consent.

14. INDEMNIFICATION

You agree to indemnify and hold harmless LSI, and its parent corporation, affiliates, subsidiaries, employees, agents, and service providers from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or relating to your use of the Device, our Services, breach of this Agreement, or any act, error, or omission on your part or that of anyone who uses Services that you have purchased under this Agreement. This provision will continue to apply after the termination or cancellation of this Agreement.

15. GOVERNING LAW AND ARBITRATION

If the Client is resident in the USA: 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 Commonwealth of Massachusetts without regard to its conflict of law principles. Jurisdiction of any dispute concerning this Agreement shall be exclusively venued in the state courts located in Norfolk County, Massachusetts or federal courts located in Boston, Massachusetts and each party hereby expressly consents to personal jurisdiction in the state and federal courts located in the Commonwealth of Massachusetts and expressly waives any objection to venue in any court located in Massachusetts.

You and LSI each hereby agree to settle by arbitration any controversy or claim between us, including without limitation those related to this Agreement, whether based on contract, tort, fraud, misrepresentation, or other legal theory. A single arbitrator will conduct the arbitration in Boston, Massachusetts under the then current rules and supervision of the American Arbitration Association. You and LSI will select an arbitrator from a panel of persons knowledgeable of this business and its technology. The arbitrator will have authority to award temporary and permanent injunction relief, but may not award punitive or exemplary damages to either party. The decision and award of the arbitrator will be final and binding and may be entered in any court having jurisdiction. Each party will pay their own attorney's fees associated with the arbitration, and will pay other costs and expenses of the arbitration as the rules of the American Arbitration Association provide. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

If the Client is resident in Canada: 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 British Columbia without regard to its conflict of law principles. Jurisdiction of any dispute concerning this Agreement shall be exclusively venued in the provinces courts located in Victoria, British Columbia and each party hereby expressly consents to personal jurisdiction in the province and federal courts located in British Columbia and expressly waives any objection to venue in any court located in British Columbia.

You and LSI each hereby agree to settle by arbitration any controversy or claim between us, including without limitation those related to this Agreement, whether based on contract, tort, fraud, misrepresentation, or other legal theory. A single arbitrator will conduct the arbitration in Victoria, British Columbia under the then current rules and supervision of the Arbitrators Association of British Columbia. You and LSI will select an arbitrator from a panel of persons knowledgeable of this business and its technology. The arbitrator will have authority to award temporary and permanent injunction relief, but may not award punitive or exemplary damages to either party. The decision and award of the arbitrator will be final and binding and may be entered in any court having jurisdiction. Each party will pay their own attorney's fees associated with the arbitration, and will pay other costs and expenses of the arbitration as the rules of the Arbitrators Association of British Columbia provide. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

16. INTELLECTUAL PROPERTY

All equipment, including the Device, elements of service, and other materials, including but not limited to any computer software (object code and source code), data or information developed or provided by us or our suppliers, partners or agents and provided pursuant to this Agreement, as well as any know-how, equipment, methodology, or process used by us to provide our equipment or Services, including, without limitation, all intellectual property rights and any other proprietary rights inherent therein and appurtenant thereto will remain the sole and exclusive property of their respective owners.

17. FORCE MAJEURE

LSI, including its affiliates, will not be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of the any governmental entity having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau or other instrumentality of any governmental unit, or any civil or military authority; national emergencies; insurrections; riots; acts of war or terrorism; or strikes, lock outs, or work stoppages.

18. HOW TO COMMUNICATE WITH US

Any written notice from Client or Caregiver required by this Agreement will be considered given when we receive it by certified or overnight mail at ATTN: LoJack SafetyNet Client Services, LoJack SafetyNet, Inc., 200 Lowder Brook Drive, Suite 1000, Westwood, MA 02090. Any written notice from LSI required by this Agreement will be considered given when it is either posted on the Web Site or mailed to you at the billing address we have on record. Any oral notices will be considered given when we call you or when you call us at 1-877-4-FIND-THEM (1-877-434-6384) or e-mail us at the address posted on the Web Site. To review current terms and conditions applicable to our Services, including the additional terms and conditions that apply to the use of our Web Site and to obtain other important information, you should visit the Web Site.

19. THIRD PARTY BENEFICIARIES

LSI's affiliates, Service Providers, suppliers and distributors are intended to be third party beneficiaries under this Agreement. You have no contractual relationship whatsoever with any of LSI's affiliates or Service Providers under this Agreement, and you are not a third party beneficiary of any agreement between LSI and any of its Service Providers. No LSI Service Provider is subject to legal, equitable or other liability of any kind to Client, and Client waives any and all claims and/or demands for such liability, unless Client has a separate contract with such LSI Service Provider.

20. ENTIRE AGREEMENT

This Agreement (which consists of the Cover Sheet, these terms and conditions and any other documents referenced herein or located on the Web Site), is the entire Agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present. If any part of this Agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it has been replaced by changes to it that are issued by us or a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach.

By signing on the attached Cover Sheet, I affirm that I have read and understand this Agreement including all waivers, releases, and liability limitations. It is my desire and intention to enter into this Agreement and by affixing my signature below, I hereby agree to the terms and provisions of this contract.

[Signatures on Cover Sheet]