

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

Fleet Analytics, LLC is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website. By accessing Fleet Analytics, LLC's Website, www.fleetanalytics.net, you acknowledge and fully understand Fleet Analytics, LLC's Privacy Statement and freely consent to the information collection and use practices described in this Website Privacy Statement.

2. PARTICIPATING MERCHANT POLICIES

Related products, services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Online merchants and others who participate in Fleet Analytics, LLC services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating merchants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

3. INFORMATION WE COLLECT AND HOW WE USE IT

Fleet Analytics, LLC collects certain information from and about its users three ways: directly from our Web Server logs, the user, and with Cookies.

a. Web Server Logs.

When you visit our Website, we may track information to administer the site and analyze its usage. Examples of information we may track include:

- Your Internet Protocol ("IP") address.
- The kind of browser or computer you use.
- Number of links you click within the site.
- State or country from which you accessed the site.
- Date and time of your visit.
- Name of your Internet service provider.
- Web page you linked to our site from.
- Pages you viewed on the site.

b. Personal Information Users Visitors to our website can register to purchase services. When you register, we will request some personal information such as name, address, e-mail address, telephone number or facsimile number, account number and other relevant information. If you are purchasing a service, we will request financial information. Any financial information we collect

is used only to bill you for the services you purchased. If you purchase by credit card, this information may be forwarded to your credit card provider. For other types of registrations, we will ask for the relevant information.

You may also be asked to disclose personal information to us so that we can provide assistance and information to you. For example, such data may be warranted in order to provide online technical support and troubleshooting. We will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

- To fulfill your requests for products or services.
- To protect ourselves from liability.
- To respond to legal process or comply with law, or
- In connection with a merger, acquisition, or liquidation of the company.

4. ACCESSING WEB ACCOUNT INFORMATION

We will provide you with the means to ensure that personally identifiable information in your web account file is correct and current. You may review this information by contacting us by sending an e-mail to: fa.admin@fleetanalytics.com.

5. CHANGES TO THIS STATEMENT

Fleet Analytics, LLC has the discretion to occasionally update this Privacy Statement. When we do, we will also revise the "updated" date at the bottom of this Privacy page. We encourage you to periodically review this Privacy Statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this Privacy Statement and any updates.

6. CONTACTING US

If you have questions regarding our Privacy Statement, its implementation, failure to adhere to this Privacy Statement and/or our general practices, please contact us by e-mail at fa.legal@fleetanalytics.net or send your comments to:

Fleet Analytics, LLC

Attention: Privacy Statement Personnel

29L Atlantic Avenue
Ocean View DE 19970

Fleet Analytics, LLC will use commercially reasonable efforts to promptly respond and resolve any problem or question.



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This document was last updated on July 22, 2008.

This Terms of Use Agreement (this "Agreement") sets forth the standards of use of the Fleet Analytics, LLC Online Service. By using Fleet Analytics, LLC's www.fleetanalytics.net website, you (the "Customer") agree to these terms and conditions. If you do not agree to the terms and conditions of this Agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted at Fleet Analytics, LLC's www.fleetanalytics.net website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of this Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. Description of Service

Fleet Analytics, LLC is providing Customer with web-based tracking reporting services and tracking or security manufacturers' products. Customer must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for Customer's access to the Internet, and (3) pay any fees relate with such connection.

2. Disclaimer of Warranties.

This website is provided by Fleet Analytics, LLC on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, Fleet Analytics, LLC makes no representations or warranties of any kind, express or implied, regarding the use or the results of this website in terms of its correctness, accuracy, reliability, or otherwise. Fleet Analytics, LLC shall have no liability for any interruptions in the use of this website. Fleet Analytics, LLC disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore, some of the above-referenced exclusions may be inapplicable.

3. Limitation of Liability

FLEET ANALYTICS, LLC SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR FLEET ANALYTICS, LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEBSITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF FLEET ANALYTICS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY BE INAPPLICABLE.

Indemnification

Customer agrees to indemnify and hold Fleet Analytics, LLC, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or

demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Customer's use of the Service, the violation of this Agreement, or infringement by Customer, or other user of the Service using Customer's computer, of any intellectual property or any other right of any person or entity.

4. Modifications and Interruption to Service

Fleet Analytics, LLC reserves the right to modify or discontinue the Service with or without notice to the Customer. Fleet Analytics, LLC shall not be liable to Customer or any third party should Fleet Analytics, LLC exercise its right to modify or discontinue the Service. Customer acknowledges and accepts that Fleet Analytics, LLC does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

5. Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party website. You should contact the website administrator or webmaster for those third-party websites if you have any concerns regarding such links or the content located on such websites. Your use of those third-party websites is subject to the terms of use and privacy policies of each website, and we are not responsible therein. We encourage all Customers to review said privacy policies of third-parties' websites.

6. Disclaimer Regarding Accuracy of Vendor Information

Products or services specifications and other information have either been provided by Fleet Analytics, LLC's Vendors or collected from publicly available sources. While Fleet Analytics, LLC makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any Vendor information provided on this website.

Fleet Analytics, LLC makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

7. Governing Jurisdiction of the Courts of Delaware

The terms and conditions of this Terms of Use Agreement shall be governed by the laws of the State of Delaware, without giving effect to any choice of law rules.



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8. Compliance with Laws.

Customer assumes all knowledge of applicable law and is responsible for compliance with any such laws. Customer may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

9. Copyright and Trademark Information

All content included or available on this website, including website design, text, graphics, interfaces, and the selection and arrangements thereof is ©2008 Fleet Analytics, LLC, with all rights reserved, or is the property of Fleet Analytics, LLC and/or third parties protected by intellectual property rights. Any use of materials on this website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Fleet Analytics, LLC is strictly prohibited. Customers agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our Web pages or the content contained therein without prior written permission of an authorized officer of Fleet Analytics, LLC.

Fleet Analytics, LLC™, Wide Awake AM PM™, and www.fleetanalytics.net™ are proprietary marks of Fleet Analytics, LLC. Fleet Analytics, LLC's trademarks may not be used in connection with any product or service that is not provided by Fleet Analytics, LLC, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Fleet Analytics, LLC. All other trademarks displayed on Fleet Analytics, LLC's website are the trademarks of their respective owners.

10. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Fleet Analytics, LLC designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:

Fleet Analytics, LLC

Attention: Legal

29L Atlantic Avenue

Ocean View DE 19970

By Telephone: 302 231.1600

By E-mail: fa.legal@fleetanalytics.net

11. Botnets

Fleet Analytics, LLC retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, Fleet Analytics, LLC reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

12. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Fleet Analytics, LLC, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Customer. Customer agrees that by accepting this Terms of Use Agreement, Customer is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.



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