

Ranger GPS Cellular Activation Application

(Application cannot be processed unless all fields below are completed.)

How the Activation Process Works:

1. Fax this completed Activation Form to 303-447-3502 .
(Activations received after 3:00 PM Mountain Time will be processed the next business day by 4:00 PM)
2. Credit Card payment is authorized.
3. Software Logins are created (for new accounts) and testing is performed.
4. By 4:00 PM Mountain Time you will receive an email with your login details.

Is this your first Ranger activation? YES NO (Use my current login information)

Business Name _____

Last Name _____ First Name _____

Billing Address _____

City _____ State _____ ZIP _____

Phone # _____ Send Bills Via Email? yes no

Software Login Details: Your username & password information for the tracking software will be emailed to the address you provide in the space below. **For account security reasons we only issue your login information via email, and YOU are the only person we will discuss the account with – after verification.**

E-Mail Address:

(Please PRINT clearly)

Credit Card Details

Credit Card # _____ Exp. Date _____ CV Code _____

Credit Card Type: VISA MASTERCARD AMERICAN EXPRESS

Name as it appears on Card _____

Billing Address (if different from above) _____

City _____ State _____ ZIP _____

Card Holder's Authorized Signature _____

Your Ranger ID#: _____ (4-Digit Number found on or inside your (new) Ranger GPS)

Choose Your Tracking Plan (from back): *A one-time activation fee of \$49.00 applies to all Activations & Re-Activations, plus all applicable taxes.

Plan 1 (\$120* every 3 Mo.)	Plan 2 <u>Charge Me:</u>	Plan 3 <u>Charge Me:</u>	Plan 4 <u>Charge Me:</u>
	Quarterly - \$81* Yearly - \$324*	Quarterly - \$195* Yearly - \$780*	Quarterly - \$195* Yearly - \$780*

(Plan 2, Plan 3, and Plan 4, are 12-Month Agreements that can only be canceled in writing via a Termination Fee)

I have read and understand the TRACKING PRODUCTS, INC. SUBSCRIBER SERVICE AGREEMENT FOR CELLULAR ACTIVATION. I understand that it is my responsibility to update TRACKING PRODUCTS, INC. if any information on this application has changed. I understand that Cellular Service on this tracker must be terminated via WRITTEN request, and TRACKING PRODUCTS will continue to bill the credit card/account on this form until such a request is received. I understand that by sending this signed Activation Application to TRACKING PRODUCTS I agree to these terms and the terms specified in the SUBSCRIBER SERVICE AGREEMENT.

User: _____ PW: _____

CO ID: _____ User ID: _____ DB _____ Server _____ Email _____

Inv# _____ by _____ Recur date: _____ by _____ Act date _____ by _____

Choose Your Ranger Tracking Plan

Please Check the Number of the Plan you Want on the Back of This Form

***An additional one-time activation fee of \$49.00 applies to all rate plans, plus all applicable taxes.**

1

3 Month (No Contract) Short-Term Use (5000 Locates Per Month) – US Only

\$40.00 Per Month (Billed 3 months in advance @ \$120.00) For U.S. Use

Plan includes 5000 Locates Per Month, which will cover about 7 hours of driving time per day for 30 days at 5-minute updates.

Additional Locates will be billed @ \$.02 (in minimum blocks of 100 @ \$2.00 USD per block)

2

1 Year Contract Continuous Use (5000 Locates Per Month) – US Only

\$27.00 Per Month (Choose Quarterly or Yearly Billing on Activation Form) For U.S. Use

Quarterly Billing: \$81.00 every 3 Months **Yearly Billing:** \$324.00 every 12 months

Plan includes 5000 Locates Per Month, which will cover about 10 hours of driving time per day for 30 days at 5-minute updates.

Early Cancellation Fee is \$81.00.**

Additional Locates will be billed @ \$.02 (in minimum blocks of 100 @ \$2.00 U.S. per block)

3

1 Year Contract UNLIMITED Locates Per Month) – US Only

\$65.00 Per Month (Billed 3 months in advance @ \$195.00) For U.S. Use - Cost Per Year \$780.00

Plan includes UNLIMITED Locates Per Month, for use with 2-minute & 30-second updates. This plan is ideal for Law Enforcement use

Early Cancellation Fee is \$100.00**

Additional locates are billed at \$.02 each (in minimum blocks of 100 @ \$2.00 U.S. per block)

4

CANADA – 1 Year (4000 locates Per Month)

\$65 U.S. Per Month (Billed 3 months in advance at \$195.00) Cost Per Year \$ 780.00

Plan includes 4000 locates per month, which covers about 5 hours of driving time per day for 30 days at 5 minute updates.

Charges include a \$.02 roaming charge per locate.

Early Cancellation Fee is \$100.00**

Additional Locates will be billed @ \$.04 (in minimum blocks of 100 @ \$4.00 USD per block)

** In the event you notify us that you wish to terminate service before the initial term of the contract is complete, you will be billed the lesser of Current billing cycle plus Early Cancellation Fee, OR Balance of the contract. No cancellation fee is charged when initial term of contract is fulfilled.

TRACKING PRODUCTS, INC.
SUBSCRIBER SERVICE AGREEMENT FOR CELLULAR ACTIVATION

This agreement is between Tracking Products, Inc., a Colorado corporation, located at 4700 Sterling Drive, Suite D, Boulder, CO 80301, hereinafter known as “Tracking,” and YOU (the person or company listed in the application form) at the address listed on the application form, hereinafter known as “Subscriber.” This agreement becomes effective upon receipt by Tracking of the application form transmitted to Tracking by Subscriber.

This is an agreement (“Agreement”) between Tracking and Subscriber to provide wireless radio and other services (“Service”) and governs the Service provided by Tracking to Subscriber through wireless receiving and transmitting equipment, SIM (Subscriber Identity Module) card and any accessories (each a “Device”) that we have authorized to be programmed or associated with a number or identifier (and “Identifier”).

Data Plans. The price, features and options of the Service available for each Identifier/Device on your Account depends on the data plan, feature or promotion selected by you when you are activated or changed your Service and are described in the attached Application.

Term. The term of this Agreement for each Identifier/Device begins on the date Tracking activates Service for that Identifier/Device or the date Subscriber accepts a benefit that extends or renews the term and ends when Service for the Identifier/Device is terminated. UNLESS STATED OTHERWISE ON APPLICATION, YOU AGREE TO AN INITIAL TERM OF ONE YEAR AND AGREE TO PURCHASE SERVICE FOR THE FULL INITIAL TERM for all Identifiers/Devices activated by Tracking for Subscriber. If Tracking allows Subscriber to suspend account for a temporary period, we may extend the term of your Agreement by the length of temporary suspension. After the initial one year term expires, this Agreement will continue on a month to month basis until terminated by either party as provided herein. IF YOU TERMINATE SERVICE FOR ANY IDENTIFIER/DEVICE MORE THAN 30 DAYS AFTER YOUR ORIGINAL ACTIVATION DATE FOR THAT IDENTIFIER/DEVICE, BUT BEFORE THE END OF YOUR TERM, OR WE TERMINATE FOLLOWING YOUR DEFAULT, YOU AGREE TO PAY TRACKING IN ADDITION TO ALL AMOUNTS OWING, A CANCELLATION FEE IN AN AMOUNT EQUAL TO THE CANCELLATION FEE SET FORTH IN YOUR RATE PLAN (Attached hereto). Payment of the cancellation fee will not relieve you of any obligations owed to us prior to the termination date, including payment of fees and costs. For any termination (including when you switch your wireless number to another carrier), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs.

Usage Charges. Subscriber is responsible for paying all charges in accordance with the Data Plan for use of the service associated with the identifier(s) and Device(s) assigned to Subscriber, even if Subscriber did not use, or authorize the use of, the Device. The network name or type of service displayed on Subscriber’s Device does not determine how Service will be billed. Charges may be associated with airtime, access, features, data usage, distance, the price of Devices and accessories, premium content, software, charges for other goods and services, including shipping and handling, that are charged through your bill. You may be billed for multiple types of usage simultaneously.

Taxes, Surcharges and Other Fees. Various taxes, surcharges, fees, and other assessments (e.g., Universal Connectivity Charges) are imposed by governments relating to the Service we provide to you, goods or services you purchase, and the wireless network and equipment used in providing the Service. Tracking will determine, in our reasonable discretion, the taxes and other assessments that you are responsible to pay and the amounts of such charges, which may vary. You are responsible for paying these taxes and other assessments, regardless of whether they are assessed on you or us. To determine which jurisdictions’ wireless telecommunications services taxes and other assessments to collect, federal law requires us to obtain your Place of Primary Use (“PPU”), which must be your residential or business street address and must be within our licensed service area. You agree to provide us your PPU and to notify us of any changes in your PPU. If you do not provide us with an appropriate PPU, we may reasonably designate one for you.

Billing and Payment. We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due as set forth in Application. If payment terms are not specified in Application, payment of all charges are due upon receipt of Invoice or, if a dollar limit is placed on your account, upon notice by us that your account has exceeded the limit. A fee may be charged for additional copies of bills, or billing in another format, including the detailed billing option, and certain services rendered. You will receive one bill for all Service associated with the Devices and any charges of a third party on whose behalf we bill. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorrations. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card for all amounts (including late charges and cancellation fees). You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. Your payment obligations survive any termination of this Agreement. *Puerto Rico residents only: Payment of undisputed charges is due fifteen (15) days after the date your invoice is sent, i.e., deposited in the U.S. mail or sent to you by other means. Any dispute, or objection to charges contained in your bill, claims, or requests for investigation must be made on or before the due date as provided below.

Late Payments/Disputes. Time is of the essence for payment. Therefore, to the extent permitted by law, you agree to pay us a late fee for amounts unpaid 20 days after the due date of the Invoice of 1.5% a month. Acceptance of late or partial payments (even if marked “Paid in Full”) shall not waive any of our rights to collect the full amount you owe to us. For any check or electronic payment returned for

nonpayment or for any credit card chargebacks, we will assess an additional fee not to exceed \$25, or such lower amount as permitted by applicable law* and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection (Puerto Rico residents, see Billing and Payment paragraph). Payments will be applied first to amounts owed to us and then to amount owed to third parties.

- (i) Subscriber has no contractual relationship with the underlying wireless service carrier and Subscriber is not a third party beneficiary of any agreement between Tracking and underlying carrier. Subscriber understands and agrees that the underlying carrier shall have no legal, equitable, or other liability of any kind to Subscriber. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, Subscribers' exclusive remedy for claims arising in any way in connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to payment of damages in an amount not to exceed the amount paid by Subscriber for the Services during the two (2)-month period preceding the date the claim arose.
- (ii) Subscriber shall indemnify and hold harmless Tracking and the underlying wireless service carrier and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this Agreement or the use, failure to use, or inability to use the Device except where the claims result from Tracking or the underlying carrier's gross negligence or willful misconduct. Tracking shall indemnify and hold harmless Subscriber and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this Agreement or the use, failure to use, or inability to use the number except where the claims result from the Subscriber's gross negligence or willful misconduct. This indemnity shall survive the termination of the Agreement.
- (iii) Subject to FCC number portability rules, Subscriber has no property right in any number assigned to it, and understands that any such number can be changed from time to time.
- (iv) Subscriber understands that Tracking and the underlying carrier cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the services.

YOU AGREE TO THESE TERMS WHEN ACTIVATING YOUR CELLULAR DEVICE.