

Service Agreement

This Service Agreement ("Agreement") is made and entered by and between Sageplan Inc ("Sageplan", also DBA World Tracking Solutions) and The Client ("Client") (collectively referred to as the "Parties").

The Parties agree as follows:

1. Services: Sageplan agrees to provide GPS Vehicle Telematic Services ("Service") to Client. The Services provide vehicle location and tracking from the Internet via the Sageplan server ("Server") and associated software. The Service includes a secure logon for accessing and tracking vehicles equipped with a tracking device designed to send GPS positions and event notifications to the Server. Sageplan agrees to provide suitable tracking devices ("Device", or collectively the "Equipment") to Client during the Agreement.

2. Payments: Client agrees to pay the Activation Fees and Recurring Service Rate as when ordering the Service using the ecommerce website at the beginning of the Agreement.

3. Late Charges: If any amount under this Agreement is more than 10 days late, Client agrees to pay a late fee of 1.5% per month.

4. Defaults: If Client fails to fulfill any obligation under this Agreement, Client shall be in default of this Agreement. In the event Client does not cure a default, Sageplan may cure such default and the cost of such action may be added to Client's financial obligations under this Agreement. In the event of default, Sageplan may, as permitted by law, interrupt Service and re-take possession of the Equipment. Sageplan may, at its option, hold Client liable for any remaining fees payable under this Agreement.

5. Possession of Equipment Client shall be entitled to possession of the Equipment within a reasonable timeframe upon placement of the order, typically no more than two full business days for device programming plus shipping times.

6. Agreement Term: The Service period for the Agreement is 2 years. . After the initial Term period, client may keep and continue to use the Equipment on a month to month basis.

7. Early Termination: If client intends to discontinue Service under the Agreement before the end of the Term, Client shall surrender the Equipment to Sageplan by delivering the Equipment to Sageplan in good condition and working order, ordinary wear and tear excepted. If Equipment is not returned upon early termination of the Agreement, Client shall pay to Sageplan a Fee equivalent to 50% of the cumulative monthly subscription charges remaining through the completion of the Agreement Term

8. Use of Equipment: Client shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance and storage of the Equipment. Client may not program or alter any of the Devices other than the normal programmable parameters of the Device. If any Device is stolen or Service is used fraudulently, Client must notify Sageplan immediately and provide Sageplan with such information and documentation as Sageplan may request.

9. Limitation of Liability - Sageplan is not responsible for acts or omissions of any other service provider, for information provided through the equipment, for equipment failure or modification, for

system failure or modification or for causes beyond the control of Sageplan. Sageplan is not liable for service outages, incidental or consequential damages such as lost profits, economic loss or injuries to persons or property arising from the Client's use of the Services, the Equipment or any other equipment used in connection with the Service unless caused by the sole and gross negligence of Sageplan, or for any act associated with the proper exercise by Sageplan of rights under the privacy and/or unauthorized usage provisions of this Agreement

10. Maintenance, Damage, and Loss: Client will, at Client's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Agreement. In the event the Equipment is lost or damaged beyond repair due to Client misuse, Client shall pay to Sageplan the replacement cost of the Equipment. In the event the Equipment becomes nonfunctional due to a manufacturing defect or normal wear and tear, Sageplan shall replace the Equipment free of charge.

11. Encumbrances, Taxes, and Other Laws: Client shall keep the Equipment free and clear of any liens or other encumbrances. Client shall be responsible for complying all laws and regulations relating to the possession, use or maintenance of the Equipment. Client shall promptly pay all taxes, fees, licenses and governmental charges, penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

12. Ownership: The Equipment is and shall remain the exclusive property of Sageplan.

13. Severability: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

14. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.

16. Waiver: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

17. Indemnification - Client agrees to defend, indemnify, and hold Sageplan harmless from claims or damages relating to Customers breach of this Agreement or the Customers statements made in this Agreement and the use of the Devices or Services unless due to sole and/or gross negligence by Sageplan. Client agrees to pay reasonable attorney's fees and all applicable costs incurred by Sageplan in enforcing this Agreement. This paragraph shall survive the termination of this Agreement.