

**AAA CLUB PARTNERS, INC.
AAA ROADWISE™ FREE TRIAL PROGRAM
SUBSCRIPTION AGREEMENT**

These Terms and Conditions constitute an Agreement (the “Agreement”) made between ACP Services, LLC, a subsidiary of AAA Club Partners, Inc. (collectively “ACP”) and the subscriber (“You” or “Your”) for participation in a free trial program for telematics services (the “Services”), as further described below.

By entering into this Agreement, You represent and warrant that: (1) You are the legal, authorized owner or lessee of the vehicle that you have described in connection with your subscription for of the Services and have the right to enroll the vehicle in the AAA Roadwise™ Program; and (2) All information provided to ACP is complete and accurate and You will promptly notify ACP to the extent that such information becomes inaccurate or incomplete.

IMPORTANT NOTICE: The AAA Roadwise Free Trial Program is delivered at no cost to you. However, Credit Card information will be collected so that in the event you do not return the Device as provided in this Agreement, your credit card will be charged \$100 dollars to cover the cost of the Device.

DESCRIPTION OF SERVICES: ACP is currently developing and refining its AAA Roadwise Program and You have agreed to participate in the program during a Trial Period that is expected to continue through December 31, 2013, but may be ended sooner at ACP’s sole discretion. During the Trial Period, there will be various services offered under the AAA Roadwise™ Program, and these may be altered from time to time. The various Services within the AAA Roadwise™ Program may consist of one or more of the following telematics services and features:

- Monitoring and reporting on the health of the vehicle, including Diagnostic Trouble Codes (DTCs)
- Location determination for AAA Emergency Roadside Assistance services
- Vehicle usage statistics
- Vehicle usage details
- Detailed list of events that can be replayed on an interactive map
- Approximate number of miles traveled over a period of time
- Historic summary of a specified period of driving that highlights risky events and compares to other drivers, averages and/or specified thresholds.
- Notification of tampering with the onboard diagnostic unit (OBU)
- Low battery warning
- Real-time geographic tracking
- Real time alerts
- Anti-Theft Protection
- Measuring speed against speed limits and/or average driving speed
- Monthly safety score
- Weekly trips Journal Trip details
- Summary of recent risky events
- Local weather at day of event
- Map replay - replay of risky events on map
- Summary email reports
- Monthly fuel score based on driving style
- Eco driving tips based on your driving habits

The above list is exemplary only. The Services provided may not include all or any of the above features and is solely dependent on the Services ACP may choose to offer from time to time. ACP reserves the right to change the features offered at any time without notice.

THE PROGRAM: The AAA Roadwise™ Program is operated by ACP in conjunction with its partner and vendor organizations (“Program Partners”). All references in this Agreement to ACP shall be deemed to include both ACP and its Program Partners.

NO CHARGES. The Unit and the Services are being provided to you without charge, and without warranty of any kind. If you do not like the Unit or the Services for any reason, you may simply return the Unit in good condition and cease to participate in the Roadwise Program. **Failure to return the Unit in good working condition will result in a charge of \$100.**

HARDWARE AND INSTALLATION:

In order to render the Services, Your vehicle will need to be equipped with an onboard diagnostic unit (an “OBU” or a “Unit”). You are responsible for the proper installation of the OBU in your vehicle. Upon acceptance of these Terms and Conditions, ACP will ship to You an OBU along with instructions on how to plug the Unit into Your vehicle. Improper mounting location or procedure may result in complete or partial loss of functionality of the Unit and the inability to utilize Services subscribed for under this Agreement. It is solely Your responsibility to ensure that the Unit is properly installed and it is installed in the correct vehicle. ACP shall not be liable to You or to any person for any loss or damage caused by improper installation of the Unit, including any loss of Services due to improper installation.

You agree to indemnify and hold ACP (including its Program Partners), and any air time or cellular provider (collectively, “Third Party Providers”), harmless from any and all claims or damages You or any person may have for any loss or damage caused by improper installation of the Unit. ACP reserves the right to change or modify its service providers or service offerings at any time. ACP may use various service providers and/or carrier networks to provide Service to You. The change of service providers or carrier networks may result in a change in hardware. Upon reasonable notice by ACP, You agree to exchange the hardware in Your vehicle if ACP’s change in service providers or carrier networks results in a change in hardware.

PRIVACY: Your privacy matters to AAA Club Partners and we are committed to helping you protect your personal information so please read this section carefully.

Note that ACP will not use information provided by you or the Unit to cancel or increase the cost of Your AAA membership or your AAA insurance policy.

In order to provide You the Services, ACP will collect information about Your driving, location and health of your vehicle. This information may be shared with third parties including Program Partners, who may provide You with Services and discounts.

Our privacy policy can be found at

<http://www.aaa.com/AAA/common/Automotive/roadwise/images/PrivacyPolicy.pdf>

and is hereby incorporated into this Agreement by reference. Please read this privacy policy carefully. Your use of Services indicates that you explicitly accept the terms of the Privacy Policy and that you

authorize ACP and the Program Partners to access the Unit and obtain Your personal information You agree and understand that You are responsible for maintaining the confidentiality of passwords associated with any account You use to access the Services.

COMPLIANCE WITH LAW: You agree to comply with all applicable laws, ordinances, rules and regulations of each applicable federal, state, local or foreign government and any agency or public authority thereof, and to hold ACP and its Third Party Providers harmless from liability or loss by reason of any asserted or established violation of said laws, rules, or regulations by You or anyone You authorize to use a vehicle equipped with a Unit.

ARBITRATION: This Arbitration Provision describes when and how a Claim may be arbitrated. A “Claim” is any claim, dispute or controversy between You and ACP that has a good faith damage claim in excess of \$25,000 and in any way arises from or relates to this Agreement and includes: initial claims, counterclaims, cross-claims and third-party claims; disputes based on contract, tort, fraud and other intentional torts (at law or in equity, including any claim for injunctive or declaratory relief); disputes based on constitutional grounds or on laws, regulations, ordinances or similar provisions; and disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Agreement.

If You or ACP choose arbitration as a method to settle any Claim, then such election, which shall be provided in writing to the other party, will be binding on the other party and: (i) any Claim will be decided by a single arbitrator in Wilmington County, Delaware pursuant to the rules of the American Arbitration Association and not in a court (ii) the determination of the arbitrator shall be binding on the parties (iii) discovery and rights to appeal are limited by the rules of the American Arbitration Association (iv) You hereby waive Your right to participate as a representative or member of a class action (v) You will not join Your Claims with the Claims of any other person or entity.

PROPRIETARY RIGHTS: You acknowledge and agree that ACP (or its Program Partners, if applicable) owns all legal right title and interest in and to the Services and the OBU, including any intellectual property rights (including all identifying marks) which exist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You agree that You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services. You agree that in using the Services, You will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. You will not attempt to reverse engineer or tamper with the OBU.

SOFTWARE LICENSE FROM ACP: ACP, through itself or a Licensor, gives You a limited, personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to You by ACP or its Licensor, as applicable, as part of the Services (referred to as the “Software” below). This license is for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by ACP, in the manner permitted by this Agreement and Your Service Plan. You may not (and You may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof.

USE OF WEBSITE: ACP maintains a website that You may access in connection with the Services. You agree that You will not use or attempt to use this website for any purpose: 1) that is any way unlawful or prohibited, 2) that transmits any unauthorized or unsolicited advertisements, solicitations, schemes, spam, flooding, or other unsolicited e-mail or unsolicited commercial communications, 3) that transmits any viruses, 4) that interferes with ACP’s network services; 5) that attempts to gain

unauthorized access to ACP's network services, or 6) that impairs or limits ACP's ability to operate this website or any other person's ability to access or use the website. You agree that You will only access or use information related to You in accordance with the Services You subscribed for, and not for any illegal purposes. You agree that You will access this website at Your own risk. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS WEBSITE, SERVER AND THE INTERNET GENERALLY. You understand that neither ACP nor its Program Partners can or does ensure continuous access to the website. Access may be interrupted due to technical limitations, such as heavy use and server malfunctions, or other circumstances such as maintenance. ACP reserves the right to modify this website at any time without Your consent. YOU UNDERSTAND AND AGREE THAT ACP AND ITS PROGRAM PARTNERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES RESULTING FROM, OR IN ANY WAY CONNECTED TO, YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON THE WEBSITE OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES OBTAINED OR ACCESSED THROUGH THE WEBSITE. FOR THOSE JURISDICTIONS THAT EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS, THIS LIMITATION SHALL BE CONSTRUED TO PERMIT THE MAXIMUM EXCLUSION OR LIMITATION PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY: ACP AND THE PROGRAM PARTNERS SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY LOSS OR DAMAGE CAUSED BY THE USE OF THE SERVICES OR FOR ANY INTERRUPTION OF THE SERVICES, REGARDLESS OF CAUSE. ACP SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, GENERAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO YOUR VEHICLES OR ASSETS OR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF ACP OR A PROGRAM PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE TO INDEMNIFY AND HOLD ACP AND EACH PROGRAM PARTNER HARMLESS FROM AND AGAINST ANY AND ALL LOSSES OR DAMAGES CAUSED BY THE USE OF THE SERVICES OR FOR ANY INTERRUPTION OF THE SERVICES. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE YEAR AFTER ACCRUAL OF SUCH CAUSE OF ACTION. . CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY IN SOME STATES. TO THE EXTENT THAT ANY SUCH LIMITATIONS ARE PRECLUDED IN A GIVEN STATE, SUCH PRECLUSION SHALL NOT AFFECT ANY OTHER LIMITATIONS NOT SO PROHIBITED OR PRECLUDED.

NOTWITHSTANDING ANYTHING ELSE SET FORTH IN THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACP AND EACH PROGRAM PARTNER EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

SPECIFICALLY, AND WITHOUT LIMITATION, ACP AND ITS PROGRAM PARTNERS CANNOT BE HELD LIABLE FOR THE FOLLOWING:

- incorrect operation of the GPS, GSM/GPRS and telecommunication network and lines;

- the Vehicle is inside a garage or in a tunnel, or in any other place where there may not be sufficient coverage of the GPS/GSM;
- the mapping database is not duly corrected and updated;
- the OBU and/or the relevant components and accessories have been tampered by You
- You have been notified that the OBU is damaged or not operating correctly and You have not contacted the installer or ACP as requested;
- incorrect installation of the OBU in the vehicle;
- the data and other information provided by You are incorrect;
- new laws or regulations or mandatory orders have come into force and affect the functionality of the system;
- the police authorities following the notification by the SCR and/or surveillance institutes have failed or incorrectly intervened;
- force majeure;
- non-compliance by You with Your obligations;
- failure to disclose accurate information or any information regarding stolen vehicles to You or third parties

LIMITATIONS OF TECHNOLOGY: You have read, understand and acknowledge the following inherent technical limitations relating to the use of the Services: (a) *Wireless Network Coverage and Service*. Complete coverage of the service area at all times is improbable. The existence of adverse conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt the Services at times. Certain circumstances such as weather, tunnels, underground structures, terrain, high-rise buildings, enclosed or underground parking or driving areas, faulty installation, motor ignition and other electrical noises and radio signals from external sources may interfere with the Services. ACP, its Program Partners or their respective service providers utilize wireless networks with broad coverage areas to access moving vehicles and assets. There are still areas within the service area that have not yet been included in the wireless coverage areas. Therefore, if a vehicle travels out of the available service area, communication with that vehicle is unavailable until it returns to the available service area. Also, from time to time, poor coverage areas (“holes”) occur even in fully developed areas, thereby limiting system performance. Other wireless network environmental issues may affect the communications link between the Units and the ACP service center. Environmental issues may include; service interruptions, network congestion, roaming and similar access issues. (b) *Global Positioning System (GPS) Drift and Urban Canyon*. GPS is a satellite based positioning system providing expansive coverage throughout the world. The GPS antenna must have a direct line of sight to the satellites. If said path is impaired (e.g. underground parking lots or the shadow of tall buildings), it can affect the ability of the Services to recognize an accurate location. (c) *Tampering with the Unit*. If the OBU is tampered with, disconnected, or the OBU completely removed, the functionality of the OBU and Services will be jeopardized. (d) *Privacy*. The OBUs and Services have many complex elements and are not guaranteed against eavesdroppers, hackers, denial of service attacks, viruses or interceptors. You acknowledge and agree, and undertake to inform any users of the OBUs and Services, that ACP, the Program Partners and any of their respective Service providers, shall not be liable for any lack of privacy or security resulting from use of ACP products or Services. In addition, to the extent You have a privacy right in the location, characteristics, performance or operation of a vehicle equipped with a Unit, You agree to, and hereby voluntarily, waive such right. (e) *Availability of Cellular Technology/Mapping*. Services are based on cellular technology which may become obsolete in the future as a result of changes in wireless technology or actions by telecom regulators with respect to cellular technology in mapping applications. In addition, ACP assumes no responsibility for the accuracy or inaccuracy of any maps upon which the Services are based. (f) *Capacity Limitation*. The parties recognize that unusual concentrations of usage may occur in certain locations. ACP shall incur no liability for its inability to provide adequate Services hereunder arising from or related to a lack of network capacity on the equipment which results

from the aforesaid usage concentration, and nothing herein shall require ACP to expend any capital to insure capacity for Your use of the Services.

TERM, TERMINATION AND RENEWAL: This Agreement shall remain in full force and effect for the Test Period, which is expected to continue through December 31, 2013, but may be terminated at any time at ACP's discretion, without liability to you. At the end of the Test Period, You will receive a pre-paid return envelope and/or instructions for removing the Unit and returning it to us. **If You do not return the Unit within 30 days, You may be charged a fee of \$100 to cover its cost.**

CHANGES IN TERMS AND SERVICE: ACP RESERVES THE RIGHT TO CHANGE THESE TERMS AT ANY TIME. ANY CHANGE WILL BE EFFECTIVE UPON POSTING OF THE REVISIONS ON THIS SITE, REFLECTING THE NEW EFFECTIVE DATE. CONTINUED USE OF THIS SITE BY YOU AFTER THE POSTING OF THE CHANGES ONLINE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. YOU SHOULD REVIEW THE TERMS AND CONDITIONS ON THIS SITE ON A FREQUENT BASIS.

CUSTOMER CARE: If You have a question about the Services, Your subscription with ACP, fees, charges, bills, or if You would like to change or reactivate Your service plan with ACP, please contact our Customer Care department at the address below.

AAA Club Partners, Inc.
1255 Treat Boulevard
Walnut Creek, CA 94597

or roadwisesupport@acp-aaa.com

Please include Your name, address, AAA account number, and specific information relating to Your question.

GENERAL: No amendment, waiver or modification hereof shall be binding upon ACP unless such amendment, waiver or modification is in writing signed by an authorized officer of ACP. If any term hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such term shall be deemed omitted to the extent prohibited or invalid but the remainder of these Terms and this Agreement shall not be invalidated and shall be given effect so far as possible. This Agreement is fully assignable by ACP to any person or entity and shall inure to the benefit of such assignee or successor. You may not assign this Agreement without the prior written consent of ACP. The terms and conditions in this Agreement shall govern the relationship between the parties. These terms and conditions shall supersede any provisions, terms and conditions, or agreement entered into by You with respect to the Services set forth herein, as provided by ACP.

CONSENT TO CONDUCT BUSINESS ELECTRONICALLY/ELECTRONIC SIGNATURE: ACP, its agents, its third party providers or affiliates may need/desire to send you communications from time to time. You agree that ACP, on behalf of itself, and others, may send communications to You by e-mail and/or make Communications available to You by posting them at one or more of our sponsored websites. You consent to receive these Communications electronically. The decision whether or not to do business electronically is yours. Your consent to do business electronically and our agreement to do so covers all transactions You conduct through the Services as long as You remain a subscriber to or use the Services.

By signing this Agreement (through electronic acceptance), You agree to the terms and conditions in this Agreement. By selecting "I Agree", You are signing this Agreement electronically. You agree Your

electronic signature is the legal equivalent of Your manual signature on this Agreement. By selecting "I Agree", You consent to be legally bound by this Agreement's terms and conditions. You further agree that Your use of a key pad, mouse or other device to select an item, button, icon or similar act/action constitutes Your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by You in writing. You also represent that You are at least 18 years old and You are legally authorized to enter into this Agreement.

September 2012