

TERMS OF SERVICE

IMPORTANT READ CAREFULLY: THESE TERMS OF SERVICE ARE BINDING AND ENFORCEABLE BETWEEN YOU ("CUSTOMER") AND GMDIT. THEY GOVERN ALL SERVICES YOU PURCHASE AS DETAILED IN YOUR SERVICE ORDER ("ORDER") (TOGETHER THE "AGREEMENT"). BY SIGNING YOUR ORDER, YOU ACCEPT THESE TERMS OF SERVICE, INCLUDING ALL SPECIFICATIONS AND PRICES, AND AUTHORIZE GMDIT TO BEGIN PROVIDING THE SERVICES. EACH ORDER BECOMES EFFECTIVE ON THE DATE SPECIFIED ON THE ORDER FORM AND IS AUTOMATICALLY INCORPORATED INTO THESE TERMS OF SERVICE.

SERVICES: During the Term, GMDIT shall provide to Customer Managed Network and Security Services which may include but are not limited to: (i) onsite time to initiate service; (ii) network and information security consultation and implementation; and (iii) network transport and/or internet access services.

CUSTOMER COMMITMENTS:

1. **Access to Customer's Computer Systems:** Customer shall provide specific and detailed information concerning, and reasonable access to, Customer's computer systems, documentation, and networks as needed to perform and deliver the Services.

2. **Full Cooperation:** Customer shall provide all information, access and full, good faith cooperation reasonably necessary to deliver and provide the Services. In the event Customer fails to comply with the foregoing, GMDIT shall be relieved of its obligations hereunder to the extent such obligations are dependent on Customer's performance of its obligations. In such an event, Customer's payment obligations are still in full force and effect.

TERM AND TERMINATION:

1. **Term.** The term of this Agreement commences on the install date of service and continues for the stated term on the Order (the "Initial Term"). Notwithstanding the foregoing, in the event breach of Customer's commitments as specified above prevents the installation of Services for more than thirty (30) days from Customer's signature of the Order, the term and billing for such services will commence thirty days after Order signature. The term of this Agreement shall continue after the Initial Term for one-year renewal terms (the "Renewal Term" and then the Initial Term and each Renewal Term, a "Term") unless either party, at least thirty (30) days prior to the end of the then-current Term, notifies the other party that this Agreement shall expire at the end of such Term. Notice of non-renewal by Customer must be provided via submission and confirmation of a signed Discontinuation of Services Request Form at least thirty (30) days prior to the end of the current Term. Any notice of termination by Customer prior to expiration of Customer's current term will be subject to early termination fees as set forth below.

2. **Automatic Termination:** GMDIT shall have the right to terminate this Agreement, effective immediately and without any requirement of notice, in the event that Customer: (a) ceases to function as a going concern; (b) becomes insolvent or is unable to pay its debts as they become due, or generally admits in writing its inability to pay its debts as they become due; (c) has a receiver, trustee or similar officer, appointed for its business or property; or (d) involuntarily has any reorganization, insolvency, readjustment of debt, dissolution, or liquidation law or statute, or any other similar proceedings instituted against it; (e) has franchise or primary business letter of agency revoked or suspended; or (f) undergoes a change in ownership.

PRICING AND PAYMENT

1. **Prices:** Sales to Customer are made at the prices in effect at the time of Order, unless delivery or installation is specifically delayed by Customer.

2. **Terms of Payment:** Customer acknowledges and agrees that GMDIT will bill my GM Dealer Open Account for merchandise, services, and freight and appropriate taxes. The point of final delivery shall be the point of sale.

Customer shall indemnify GMDIT from payment of all sales, use and other taxes relating to this site. All other services shall be for cash or credit card only.

3. **Sales and Similar Taxes:** Except as otherwise agreed to by GMDIT in writing, GMDIT's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise or other similar tax applicable to the sale of the Services hereunder shall be added to the invoice by GMDIT and paid by Customer or, in lieu thereof, Customer shall furnish GMDIT with such tax exemption certificate(s) as the taxing authorities may require.

4. **Late Payment Charges:** Customer shall pay GMDIT within thirty (30) days from the date of invoice for all Services and expenses. Any amount not so paid shall incur a late payment charge of \$25.00 and shall be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay GMDIT all reasonable costs including, without limitation, attorneys' fees, collection agency fees and any other costs incurred by GMDIT, in the collection of fees due under this Agreement.

5. **Pricing Changes:** GMDIT reserves the right to increase the pricing for the Services once annually. Each annual increase will not exceed an amount equal to the greater of 3% or the amount by which the Consumer Price Index for All Urban Consumers for the US City Average for all items, as reported by the US Department of Labor's Bureau of Labor Statistics, has increased since the effective date of the Order or the date of the last such fee increase for that Service, whichever is more recent.

6. **Payment in the Event of Early Termination:** In the event of any early termination of this Agreement by Customer, Customer agrees to pay, the entire balance of the then current Term and any expenses incurred in accordance with disconnection and retrieval of rented Hardware as applicable. Customer's obligation to pay for the entire balance of the Term is absolute and unconditional and is not subject to reduction or setoff.

LIMITATION OF LIABILITY:

1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY HERETO FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS) SUFFERED OR INCURRED BY SUCH OTHER PARTY IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER COVERED BY THIS AGREEMENT, REGARDLESS OF THE FORM OR THEORY OF THE ACTION, (INCLUDING NEGLIGENCE), EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. GMDIT's total liability to Customer in connection with this Agreement shall not exceed the annual amount actually paid by Customer to GMDIT hereunder. This expressly includes any reimbursement for losses of income due to disruption of service by GMDIT beyond the fees paid by Customer to GMDIT for Services. No credits will be issued exceeding what has been billed and received by GMDIT. Notwithstanding any of the foregoing, GMDIT shall not be responsible for any damages resulting from any inaccurate or incomplete information provided by Customer or its agents. GMDIT shall also not be responsible for the consequences of any work performed, modifications made to the Services, or for any hardware or software provided, by Customer, its agents or any third parties.

WARRANTIES AND DISCLAIMERS.

1. GMDIT warrants that its personnel are adequately trained and competent to perform the Services and that the Services shall be performed in a professional manner in accordance with industry standards.

2. The only warranties applicable to the rented hardware are those extended by the respective manufacturer and apply to GMDIT only. GMDIT authorizes no third person or party to assume any warranty obligation of liability

on GMDIT 's behalf. In the event the rented Hardware as supplied hereunder is claimed to be defective, any claims must be made within 30 days of Customer 's receipt of said Hardware and GMDIT shall be given ample opportunity to inspect the Hardware. GMDIT shall have the option of replacing defective Hardware. Such replacement shall be Customer 's sole and exclusive remedy against GMDIT for defective Hardware. Without limiting the generality of the foregoing, it is agreed that GMDIT shall not be liable for any transportation, fabrication, installation, or other expenses incurred by Customer in connection with defective Hardware.

3. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, THE SERVICES AND GMDIT TECHNOLOGY ARE PROVIDED "AS IS." NEITHER PARTY MAKES ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, CONCERNING THE SERVICES OR ANY OTHER MATTER COVERED BY THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE AT LAW OR FROM A COURSE OF DEALING, USAGE OR TRADE.

4. The parties recognize and acknowledge that the field of information security is one in which the risks and threats change daily and neither GMDIT nor Customer can anticipate each and every threat which can develop in the future and, as such, the GMDIT Technology cannot prevent or defend against every possible threat. Accordingly, the parties acknowledge and agree that the foregoing disclaimers and limitations of liability represent bargained for allocations of risk, and that the economics, terms and conditions of this Agreement are based upon and reflect such allocations.

FORCE MAJEURE: Neither party shall be liable for any default or delay in performance of its obligations hereunder (excluding any obligation to make timely payments as provided hereunder) to the extent the same is attributable to events beyond the reasonable control of such party, including, without limitation, acts of God, acts of public enemies, civil commotions, embargoes, epidemics, quarantine restrictions, floods, fires, earthquakes, unusually severe weather conditions, strikes, labor disputes, accidents, mechanical breakdowns and governmental actions.

ADDITIONAL TERMS AND CONDITIONS:

1. **Hardware:** If GMDIT provides Customer with the use of any hardware ("Hardware") for use while receiving the Services, Customer shall return such Hardware to GMDIT upon the expiration or termination of this Agreement. If such Hardware is not returned, Customer will be liable for its replacement costs and will be invoiced accordingly.

2. **Right of Set-Off:** In addition to any right of set-off provided by law, all monies and accounts due Customer hereunder shall be considered net of indebtedness of Customer to GMDIT, arising from whatever cause, and GMDIT has the right to deduct any amounts due or to become due hereunder from Customer to GMDIT from any sums on accounts due or to become due for whatever cause, from GMDIT to Customer.

3. **Right to Enter Agreement:** Each party and the undersigned individual(s) represent and warrant that it has the full and unencumbered right, power and authority to enter into this Agreement. All agreements signed under GMDIT are binding to GM Dealer Information Technology program custodian PDI Technologies, Inc. 14241 Dallas Parkway, Suite 400, Dallas, Texas 75254.

4. **Terms of Use:** GMDIT is not responsible for Customer's network usage that may contain inflammatory, abusive, derogatory, defamatory and/or obscene, or contain pornographic matter and/or constitutes hate mail, or violates privacy of any person(s) or breaches confidentiality or otherwise is illegal, immoral or contrary to public policy. Nor is GMDIT responsible should it contain anything infringing copyright and/or intellectual property rights of any person(s).

5. **Errors:** Stenographic and/or clerical errors may occur from time to time in the price schedules, program bulletins and announcements, Order paperwork, and other documents developed and distributed by GMDIT in connection with the marketing of Services. All such errors are subject to correction by GMDIT.

6. **General:** When confirmed by GMDIT, this Order shall become the entire agreement between GMDIT and Customer, and a complete allocation of risks between them, relating to Customer's acquisition of the Services and Hardware listed on Customer's Order. This agreement supersedes all prior understanding and agreements between the parties relating to the subject matter hereof and may be supplemented or amended except expressly in writing signed by the party to be charged therewith. Customer may not assign any of its rights or delegate any of its duties hereunder without the prior written consent of GMDIT. This agreement shall be governed in all respects by the laws of the State of Texas and each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Dallas County, Texas in connection with any action arising out of or in connection with this Agreement.