

**AIG TEEN GPS PROGRAM**  
**END USER LICENSE AGREEMENT**

THIS END USER LICENSE AGREEMENT is made and entered into by and between You and AIG Marketing Inc. (AIGM) whose offices are located at One AIG Center, Wilmington, Delaware, 19803. This Agreement is the agreement under which you will receive Services (as defined below) in connection with your purchase of AIGTeenGPS and the Software (as defined in Paragraph 8.1 below) included therewith ("Product"). The "Customer Information Page" means the website page located at [www.AIGTeenGPS.com](http://www.AIGTeenGPS.com) on which you entered your personal information. 1.1 **Services:** The term "Services" means calls to and from the Product to obtain Global Positioning Satellite services with respect to the Product to:

- (a) request and receive its location;
- (b) its heading (direction);
- (c) the road on which it is traveling;
- (d) the nearest address;
- (e) the vehicle's speed;
- (f) a calculated average speed of vehicle;
- (g) a 'disconnect' notice if unit the Product is disconnected.

- **2. General Agreement:** You agree and understand that you are participating in a pilot program offered by AIGM, the managing general agent for your automobile insurance company, a member company of American International Group, Inc. (AIG) in conjunction with Wireless Installation Networks, LLC (WIN). You understand that AIGM will pay for the purchase of the hardware (GPS unit) in addition to the first month's service fee. Starting with month 2, you agree to pay the monthly fee via automatic credit card deduction at AIGM's corporate discount rate. You will continue to be eligible for the monthly discount as long as you meet the following 3 conditions: You continue to maintain your insurance policy with AIG Auto Insurance
  - You continue to list at least one driver on your policy under the age of 22.
  - Your AIGTeenGPS account is not dormant for more than 60 days

You understand and agree that if your situation changes and you no longer meet these 3 conditions, you will no longer be eligible to participate in the discount program. If this occurs, you have the option of participating in the program directly with WIN, LLC ([www.mobileteengps.com](http://www.mobileteengps.com)) at the retail monthly rates in effect at that time.

**3. Installation and Use:** You are responsible for installing, activating and maintaining the Product in your vehicle. You acknowledge and agree that AIGM shall not be liable for the activation, interruption, operation or non-operation of the Product, the cellular network, the GPS system, telephone transmission wires, the cellular device or other potential mediums, since AIGM has no control of, or supervision over, any such equipment. You understand and

agree that AIGM is not responsible for, shall have no obligation with respect to, and shall have no liability for, the Product, its installation into the monitored vehicle, its operation or service.

**4. Pilot Term and Termination:** The pilot program will last for 24 months, subject to the conditions outlined in Section 1.

You agree that if you choose to discontinue the program within 90 days of you initial participation in the program, you have the option of returning the GPS device to AIGM or purchasing the device for \$379.00.

AIGM makes no representation that it will continue the service after the 24 month pilot period.

**5. Product Warranty:**

5.1 Product Warranty: You received a ONE YEAR WARRANTY with the Product, pursuant to the terms and conditions set forth on the web page located at the [warranty page](#).

5.2 SERVICE WARRANTY DISCLAIMER: AIGM MAKES, AND ANY AIGM SERVICE AND INFORMATION PROVIDERS (COLLECTIVELY, "PROVIDERS") MAKE, NO WARRANTY OF ANY KIND REGARDING THE SERVICES, WHICH ARE PROVIDED ON AN "AS IS" BASIS. AIGM EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED.

5.2 Implied Warranties: AIGM AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

5.3 Risk and Damage: You assume all risk for loss or damage to your monitored vehicle or its contents and for personal injury to persons occupying or affected by your monitored vehicle.

**6. Limitations, Exclusions and Disclaimers:**

6.1 Damage Limitation: AIGM SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, AND/OR CONSEQUENTIAL

DAMAGES. Some states do not allow limitations on consequential damages, so the above limitations or exclusions may not apply to you. You have specific legal rights and you may also have other rights, which may vary from state to state. You acknowledge that no affirmation of fact or statement (whether written or oral) made to AIGM or its representatives outside of this Agreement shall be deemed to create any expressed or implied warranty on the part of AIGM or its representatives.

6.2 Exclusive Damages Remedy: Your exclusive remedy is set forth in this Paragraph 3.

6.3 Hold Harmless: In the event any lawsuit or other claim is filed by any party against AIGM or its agents, employees, subsidiaries, affiliates, or parent companies arising out, related to, or in connection with the Services, the Product or its use, you agree to be solely responsible for, and to indemnify and hold AIGM completely harmless from such lawsuits or other claims including your payment of all damages, expenses, costs and attorney's fees and expenses. These obligations will survive the expiration or earlier termination of this Agreement. These obligations will apply even if such lawsuit or other claim arises out of negligence, gross negligence, failure to perform duties under this Agreement, strict liability, failure to comply with any applicable law, or other fault.

6.4 Time to File Lawsuit or Other Action: You agree that you shall file any lawsuit or other action you may have against AIGM or agents, employees, subsidiaries, affiliates, or parent companies within one (1) year from the date of the event that caused the loss, damage or liability.

6.5 Disclaimer & Liability Limits Related to GPS and Cellular Service: The Product receives signals from the Global Positioning Satellite ("GPS") system and transmits signals to, and receives signals from, AIGM third party Providers and (depending on the Service rate plan you choose) to a customer service center ("CSC") and/or directly over the Internet to your personal computer, PDA or cellular telephone's display (the method of receiving the information will depend on your choice of technology, whether we support it and/or your particular rate plan). The Providers and CSC services will be provided through another entity chosen by AIGM. Your Product is designed to work only with our Providers and CSCs and will not work with any other such similar entities whatsoever. In addition to the GPS system, Providers and CSCs, Services are provided by the use of cellular telephone companies selected by AIGM or other entities providing equipment, facilities or services for the transmission of signals or the provision of other services. You understand that the Product installed in the monitored vehicle uses cellular telephone technology as the transmission mode of sending signals to the CSC or your computer, PDA or cellular phone. Services are only available to you in the 50 United States and Canada and only when the Product is within the operating range of a wireless carrier's cell site that is part of the AIGM service network. Services may be limited, interrupted, or discontinued, without liability to AIGM, due to many conditions, including (without limitation):

- (a) wireless system transmission capacity limitations and network capacity limitations;
- (b) atmospheric and geographic conditions;
- (c) other natural or artificial environment conditions beyond our control;

- (d) limitations of the electrical system design and architecture of your Product;
- (e) the condition of your Product (i.e. for example, the Product will not function if its power supply is not available; e.g. unit is not connected to a live power source or if essential Product components are damaged (accidentally or otherwise));
- (f) government regulations or limitations;
- (g) restrictions by an underlying carrier (for example, wireless carrier equipment limitations and inter-carrier roaming agreements);
- (h) installation, repair or modification to the network;
- (i) efforts to combat fraudulent use; and
- (j) other legitimate business and operational reasons.

Global positioning capabilities used for some location based services are not available if satellite signals are obstructed; you must be outside with a clear line of sight between you and the satellites. You understand that the Product's usage of the GPS system and the cellular telephone network are fundamental to ability to provide Services.

You understand that due to the very nature of cellular telephone, network and GPS technologies, there will be times when the Product is unable to secure, maintain, or transmit signals, or that the information transmitted is not reliable, and thus, AIGM will be unable to receive such signals.

You also understand that AIGM does not receive signals when the transmission mode is or becomes non-operational and that signals from the Product cannot be received by AIGM when the Product is damaged, does not have an adequate power source or is otherwise non-operational. Accordingly, you agree that AIGM shall not, in any way, be liable for, or have responsibility with respect to, the GPS system, any of the information there from, or for interruptions in service for any reason whatsoever.

You further acknowledge and agree that AIGM shall not have any liability for the interruption of services due to electrical storms, power failures, interruption or unavailability of telephone service, cellular and radio frequency or other conditions beyond control, including without limit, due to strikes, riots, floods, fire or acts of God.

You acknowledge and agree that the use of radio frequencies and cellular devices are controlled by the Federal Communications Commission and changes in rules, regulations and policy may necessitate discontinuing such transmission devices by AIGM at its option.

You agree that the liability of the Service Providers and any third party is limited in accordance with, and the Service Providers may invoke, the provisions of Paragraph 6, "Limitations, Exclusions & Disclaimers."

## **7. Privacy and Confidentiality**

You understand that information regarding your vehicle's location and speed will be transmitted through the network maintained by AIGM and WIN, LLC in order to support the

service. AIGM and WIN promise that your personal and individual information will not be shared with any third party for any reason. You understand that AIGM and WIN will gather and aggregate information from you and other pilot participants for the purpose of analyzing the pilot. Aggregated data (no individual or personal information) may be shared with others or published as part of the pilot study. AIGM promises information gathered via the pilot will not be used in any way related to your automobile insurance premium (rate), eligibility, or acceptability for renewal. You understand that AIGM and WIN have the exclusive ownership of any data gathered during this pilot.

## **8. License Terms:**

8.1 Grant of License: Provided that you comply with all terms and conditions of this Agreement, AIGM grants you a personal, non-exclusive license to use the firmware and software (and all additions or modifications thereto) that is located on the Product (collectively, the "Software").

8.2 Reservation of Rights and Ownership: AIGM reserves all rights not expressly granted to you in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. AIGM and its Providers own the title, copyright and other intellectual property rights in the Software. The Software is licensed, not sold.

8.3 You may not reverse engineer, decompile or disassemble the Software or the Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

## **9. Website Terms and Conditions:**

When accessing the website located at [www.aigteengps.com](http://www.aigteengps.com), you hereby agree to be bound by the Terms and Conditions located at [www.aigteengps.com](http://www.aigteengps.com) (the "Website Terms and Conditions"). The Website Terms and Conditions are hereby incorporated by reference into this Agreement.

## **10. Other Terms & Conditions:**

10.1 Assigns: This Agreement is not assignable by you except upon the prior written consent of AIGM. AIGM shall have the right, in whole or in part, to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to you.

10.2 Entire Agreement: This Agreement, together with the Customer Information Page and the Website Terms and Conditions, constitutes the final and entire agreement between you and AIGM and supersedes any prior agreements, written or oral. There are no other agreements written or oral between AIGM and you. AIGM has made no representation, warranty, or covenant not contained in this Agreement. Further, no amendment, modification, or waiver of, or supplement to, this Agreement shall be effective, unless it is in writing and signed by each party hereto. The agreements made herein may not be modified,

supplemented, or changed in whole or in part by any waiver (other than a written waiver signed by the parties hereto), oral representation, or course of dealing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any other document submitted by you.

10.3 You agree to do the following:

- (a) instruct all persons who you may permit to use the Product as to its proper use and to be fully responsible for, and indemnify AIGM against, any claim, liability or expense related to such persons' use of the Product or Services;
- (b) ensure that the person driving the monitored vehicle understands that you or other third parties have access to their location without their knowledge and that the person (whether they are friends, family members or minors) agrees to indemnify AIGM against any claim, liability or expense related to such person's use of the Product or Services (including those related to any privacy issues);
- (c) that the Product or Services are not used for fraudulent or abusive purposes or in a way that risks damage to AIGM or its business or reputation, to third parties (including, but not limited to, the wireless and other service providers and vendors), or to the general public;
- (d) ensure that the monitored vehicle has complete automobile liability insurance coverage;
- (e) comply with laws, codes and regulations pertaining to the Product and Services. Any attempt by you to abuse or fraudulently use the Services may result in immediate termination of the Services.

10.4 Electronic Signature: By clicking "I Agree to License Terms" on the website, you agree to be bound by the terms and conditions of this Agreement, together with the Customer Information Page and the Website Terms and Conditions, and, furthermore, understand, acknowledge, and agree that by clicking "I Agree to License Terms" you have affixed your electronic signature to this Agreement and are bound to the aforementioned terms and conditions as required under the Uniform Electronic Transactions Act ("UETA"), which establishes the legal validity of electronic signatures and contracts in the United States of America.