

## QUOTATION

**Quote #:** 00001051 [rev 2]  
**Date of Quote:** 05/28/2014  
**Quote Exp Date:** 08/31/2014  
**Customer Tax ID:** 31-6400223

**Salesperson:** Ray Pache  
**Phone:** 678 534 2011  
**Fax:**  
**Email:** [rpache@calamp.com](mailto:rpache@calamp.com)  
**Technical Support:** (507) 833-6701

Bill To:	Ship To:
City of Columbus, Dept Technology, Fiscal office Attn:Ms. Margaret McDougald P.O. Box 2949 Dept. of Technology Columbus, OH. 43216-2949 US	City of Columbus, Dept Technology Attn: David Hupp Department of Public Utilities 910 Dublin Road - Room 3098 Columbus, OH. 43215 US

ITEM #	PRODUCT NAME	CATALOG #	DESCRIPTION	NOTES	QTY	UNIT PRICE	TOTAL PRICE
1	FleetOutlook Application		FleetOutlook Renewal for 1 year (12 month period from 6/18/2014 to 6/17/2015, (\$19.00 per vehicle per month)		575	\$228.00	\$131,100.00
2.	GSM Data plan		GSM Network Communications service 12 months of service corresponding to application renewal dates (\$7.99 per vehicle per month)		550	\$95.88	\$52,734.00
4.	CDMA Data plan	000-801 VSP 1MB Data Plan	Verizon CDMA Network Communications service 12 months of service corresponding to application renewal dates (\$3.00 per vehicle per month)		25	\$36.00	\$900.00
<b>ADDITIONAL NOTES/PAYMENT TERMS:</b>						<b>Sub-Total</b>	\$184,734.00
						<b>Less Trade-In</b>	



CalAmp Wireless Networks Corporation  
1401 N. Rice Avenue, Oxnard, CA 93030  
Tel (805) 987-9000 | Fax (805) 987-8359  
[www.calamp.com](http://www.calamp.com)

ITEM #	PRODUCT NAME	CATALOG #	DESCRIPTION	NOTES	QTY	UNIT PRICE	TOTAL PRICE
						<b>TOTAL</b>	<b>\$184,734.00</b>

*~ We Thank You for your Business ~*

The CALAMP facility supporting the City of Columbus Service agreement is located at  
13645 Dulles Technology Drive, #100  
Herndon, VA 20171  
(703) 262-0500

Contract period 6/18/2014 to 6/17/2015 - Subscriber shall adjust the quantity of subscriptions on a quarterly basis, proportional to Subscriber's fleet decrease. Notwithstanding the foregoing, in no event shall Subscriber decrease its subscription quantity by more than ten percent (10%) per year, regardless of its fleet size. Subscriber represents and warrants that it shall renew its subscription quantity at a minimum of ninety percent (90%) per year, regardless of its fleet size.

If Communication Services are purchased, overages of \$0.02 for Cellular Services shall apply as applicable. Shipping, GST, Sales and Use Tax, USC and other applicable charges will be added to the actual invoice. Any waived or discounted fees provided in this Sales Quote shall apply only to the initial order off this Sales Quote.  
This Sales Quote shall be attached to the CALAMP Master Terms and Conditions as the Schedule of Charges and will become effective on the Effective Date of the Agreement.

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## ABBREVIATED TERMS AND CONDITIONS

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To Accept this Quotation/Payment Options: Credit Card payment (Visa, American Express or MasterCard only), please contact:  
CalAmp Inside Sales  
507-833-8819 or [wnginsidesales@calamp.com](mailto:wnginsidesales@calamp.com)

Purchase Order Submission, please fax or email your signed PO to:  
CalAmp Inside Sales  
Fax: 507-833-6748  
Email: [wnginsidesales@calamp.com](mailto:wnginsidesales@calamp.com)

Payment Remit to Address:  
CalAmp Wireless Networks Corporation  
75 Remittance Drive  
Ste 6316  
Chicago, IL 60675-6316

Payment US Dollar Domestic and International via Wire Transfer/ACH:  
Square 1 Bank  
ABA Routing: 053112615  
Beneficiary#: 7702006823  
Beneficiary Name: CalAmp Wireless Networks Corporation  
Beneficiary Address: 1401 N. Rice Avenue, Oxnard, CA 93030

Payment NON-US Dollar International via Wire Transfer/ACH SWIFT:  
Beneficiary Bank: SQARUS33  
Beneficiary Bank Name: Square 1 Bank  
Beneficiary Bank Address: 406 Blackwell Street, Suite 240, Durham, NC 27701  
Beneficiary #: 7702006823  
Beneficiary Name: CalAmp Wireless Networks Corporation  
Beneficiary Address: 140 N. Rice Avenue, Oxnard, CA 93030

Warranty: Limited domestic warranty to provide replacement parts for a period of one (1) year from shipment for CalAmp manufactured products that do not perform to published technical specifications or with defects in material and workmanship.

## TERMS AND CONDITIONS OF SALE

1. **SCOPE.** All products are offered for sale and sold by CalAmp Corp. ("CalAmp") subject to the terms stated herein. This offer expressly limits acceptance to these terms and any additional, different or inconsistent terms proposed by Customer, whether in writing or otherwise, are hereby objected to and rejected. CalAmp shall not be bound by any other terms unless expressly agreed in a writing signed by CalAmp stating that such terms shall supersede those stated herein. Acceptance by Customer of these terms may be made either by written acceptance or by receipt by Customer of delivery of product or service from CalAmp. If there is a separate formal written agreement executed by the parties, these terms shall supplement and bind the parties where not in conflict with that written agreement. In the event of any conflict, that separate written agreement controls. Where a prior agreement between the parties provides for application of subsequently agreed terms, these terms shall apply.
2. **PRICES.** All prices are subject to adjustment by CalAmp on account of specifications, quantities, shipment arrangements or other conditions, which are not part of the original price quotation. Customer acknowledges pricing is likely to increase from time to time.
3. **PAYMENT.** All payments must be in U.S. funds. Unless otherwise stated in the order acknowledgement, terms are cash on delivery. If satisfactory open account credit is established, then until withdrawn: (a) terms of sale for a delivery in the United States are net thirty (30) days from invoice date up to available credit limit; and (b) payment for a delivery outside the United States shall be by payment in advance and/or by irrevocable letter of credit issued by a bank satisfactory to CalAmp, advised/confirmed by a U.S. bank, payable to CalAmp in U.S. funds, payable at sight. CalAmp may elect to separately invoice any partial delivery. Customer shall pay each invoice without regard to other deliveries. Customer shall pay all amounts indicated on each invoice without setoff for any amount Customer may claim due from CalAmp and regardless of any controversy that may exist. Customer acknowledges that time is of the essence.
4. **ACCOUNT CHANGE.** If Customer fails to pay as required by these terms, or if CalAmp has reason to suspect Customer's financial condition or other circumstances do not warrant shipment on terms originally stated in any contract (even if CalAmp's reason or suspicion turns out to be incorrect), CalAmp may at any time limit or cancel credit and demand cash on delivery or payment in advance.
5. **PAST DUE.** Any past due balance is subject to a monthly interest charge computed at a periodic rate of one-and-one-half percent (1.5%) per month (18% per year) but not to exceed the highest rate allowed by law, on the past due amount. Customer acknowledges that the late payment of any invoice will cause CalAmp to lose the use of that money and incur administrative costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, CalAmp may impose a late charge equal to six percent (6%) of such past due balance. Customer and CalAmp agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to CalAmp for the loss suffered from such non-payment by Customer. In addition, Customer is liable for all reasonable fees associated with the collection of Customer's delinquent account including, without limitation, reasonable legal and court fees, to the extent not prohibited by applicable law.
6. **TAXES.** Prices quoted or accepted are exclusive of federal, state, municipal or other government sales, excise, use, occupational or like taxes, tariffs, customs, and all export duties and other fees and export costs. These taxes, fees and charges are Customer's sole responsibility. Prices are subject to increase by the amount of any of these taxes, fees or charges which CalAmp pays or is required to pay or collect on sale or delivery of a product. CalAmp will normally identify these as separate additional items on the invoice but CalAmp's failure to do so does not shift responsibility for these items away from Customer. Any tax exemption certificate or similar document or proceeding required to exempt the sale of products from any tax, tariff, duty, fee or the like, shall be obtained by Customer and provided to CalAmp before delivery, all at Customer's expense.
7. **CANCELLATION.** Customer may not cancel, reschedule or modify an order unless Customer makes a request in writing and such request is approved in writing by an authorized CalAmp representative. CalAmp has sole discretion to accept or decline such a request. CalAmp shall reject any request to cancel, reschedule or modify any order concerning a firm order, non-standard product, product made to Customer specifications, or a request made within thirty (30) days of scheduled shipment. CalAmp's acceptance of a Customer request made pursuant to this paragraph may be subject to reasonable conditions, including, without limitation, Customer paying: (a) for the goods; (b) cancellation, rescheduling or modification charges; (c) CalAmp overhead; (d) unearned discounts (billback); (e) reasonable profit; and (f) other amounts CalAmp requires. For any order that is cancelled or modified, Customer shall have no rights in or to partially completed products.
8. **RETURN.** Customer has no right to return a product except as expressly set forth in the limited warranty provided herein. CalAmp is not required to accept any return unless Customer requests in writing and CalAmp consents in writing to the return and provides a Return Material Authorization (RMA) number.
9. **BILLBACK.** If Customer receives a lower price on a product through quantity ordering, but fails during the scheduled delivery period to purchase the total quantity ordered/required for the lower price, then in addition to CalAmp's right to enforce the purchase agreement and any other rights, Customer shall pay CalAmp an amount equal to the difference between the higher unit price for the quantity actually purchased (at the higher of the price in effect at time order was accepted or the price in effect at time of determination of additional amount to be paid) and the lower unit price quoted for the quantity ordered.
10. **SHIPMENT.** Shipment to a continental U.S. destination will be FOB CalAmp's facility. Shipment to a destination outside continental U.S. will be per Incoterms 2000 EXW CalAmp's facility. In the event customer has not provided shipping accounts, CalAmp may elect to ship by any method CalAmp deems most economical or convenient. CalAmp may elect to ship in standard commercial packaging. When Customer requests or CalAmp elects to ship by other method or in special or export packaging, then CalAmp will separately invoice Customer for additional shipping and handling costs.
11. **RISK OF LOSS.** Regardless of manner of packaging or shipment, title to product and risk of loss or damage in transit or after passes to Customer on CalAmp's delivery of product to a common carrier for shipment. Accordingly, Customer must obtain insurance against damage in shipment or after. Product held or stored by CalAmp for Customer shall be at the sole risk of Customer. Customer shall pay all expenses CalAmp incurs to hold or store product at Customer's request.
12. **DATES.** Shipping dates are approximate. CalAmp is not obligated to ship or deliver by a particular date. CalAmp will schedule products for shipment according to CalAmp's applicable shipment sequence. CalAmp will confirm in writing, and amend as appropriate, the shipment schedule. CalAmp reserves the right to make partial deliveries, deliver in installments, delay or allocate deliveries. Any applicable purchase contract shall be severable as to each delivery. CalAmp is not liable for delay, from whatever cause, in shipment or delivery. Customer shall give CalAmp notice within five (5) days after delivery of any incomplete delivery.
13. **LIMITED WARRANTY.** Unless a shorter period is specified in an applicable order acknowledgement or contract, and subject to the procedures specified in Section 15, for a period of thirteen (13) months following the date of shipment of product, CalAmp warrants that product, when delivered: (a) conforms to CalAmp's material written Specifications (as defined below) for the product; and (b) is free from material defects in material and workmanship. Incorrect: (i) storage; (ii) installation; (iii) use; (iv) maintenance; (v) service; or (vi) repair by Customer, or any form of alteration, misuse, neglect, abuse or accident affecting the product voids the foregoing limited warranty. CalAmp shall not be liable under this warranty if Customer knew of any failure of a product to conform to specifications prior to purchase. CalAmp makes no representations or warranties concerning coverage or the distance at which usable radio signals will be transmitted and received by the products supplied hereunder, or that services will be uninterrupted or error free. CalAmp does not warrant that the functions contained in the products will meet Customer's specific requirements.
14. **MEANING OF SPECIFICATIONS.** "Specifications" in Section 13 means: (a) CalAmp product specifications identified on the face of CalAmp's order acknowledgement, subject to applicable parameters and testing conditions; or (b) if no specifications or only partial specifications are identified, then CalAmp's published product specifications stated in a data sheet or other similar document in effect at CalAmp's choice of (i) time of CalAmp order acknowledgement; or (ii) time of product manufacture; or (iii) time of product delivery, in any such case, whether or not provided to or known to Customer. Customer acknowledges that CalAmp product specifications may change without notice. No modification to any specification made before or after a warranty period shall have the effect of extending the warranty period regardless of whether CalAmp notified Customer of the modification. Customer assumes all risk for operation of product outside the parameters and testing conditions described in the applicable product specifications. CalAmp reserves the right at any time to discontinue any model in its product line and to make changes in specifications or design in products.



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15. **WARRANTY CLAIM.** Any claim made under the limited warranty described in Section 13 shall be made within the shorter of: (a) actual inspection of product following delivery; (b) a reasonable time to complete inspection of product following delivery; or (c) one year from shipment date. To make a claim Customer must: (a) notify CalAmp in writing within the shorter of the times stated in the preceding sentence, specifying in detail the nature of the warranty claim; and (b) permit CalAmp to inspect and test the product claimed to be defective. Customer shall be responsible for the costs of shipping the allegedly defective product to CalAmp's facility, subject to potential reimbursement for such costs pursuant to Section 16. A CLAIM MADE AFTER THE WARRANTY PERIOD IS NOT COVERED BY ANY WARRANTY.
16. **REMEDY.** CalAmp's liability under the warranty is limited to CalAmp's choice of replacing, repairing, or issuing credit for product that was the subject of a timely and proper warranty claim and which CalAmp determines is covered by the warranty. CalAmp (a) will credit Customer for reasonable shipping expense for product returned to CalAmp for warranty service in compliance with these terms; but (b) will not bear shipping expense and will return to sender any product returned without obtaining prior authorization and RMA number or otherwise not covered by the warranty.
17. **DISCLAIMER.** **THE WARRANTY DESCRIBED IN SECTION 13 CONSTITUTES CALAMP'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY REGARDING ANY CLAIMED NONCONFORMANCE OF OR DEFECT IN PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR OTHER WARRANTY OF QUALITY, FUNCTION, OR PERFORMANCE. CALAMP DISCLAIMS ANY AND ALL OTHER SUCH WARRANTIES, EXPRESS, IMPLIED AND STATUTORY. THERE IS NO WARRANTY THAT EXTENDS BEYOND THE DESCRIPTION OF THE FACE HEREOF.** No personnel or representative of CalAmp is authorized to make any warranty about a product. Oral or written statements by any CalAmp personnel or representative, including via email, do not constitute a warranty, do not bind or obligate CalAmp, shall not be relied on by Customer, and are not part of these terms. The entire agreement of the parties with respect to warranty is embodied in this writing. Customer acknowledges it has not relied on any warranty or representation by any person or entity except for the warranties or representations specifically stated herein. 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 Customer. This warranty gives Customer specific legal rights and Customer may have other rights that vary from jurisdiction to jurisdiction.
18. **LIMITATION ON LIABILITY.** CALAMP'S LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF THIS AND ANY OTHER AGREEMENT BETWEEN CALAMP AND CUSTOMER, ON A CUMULATIVE AGGREGATE BASIS, SHALL BE LIMITED IN AMOUNT TO THE NET PURCHASE PRICE OF THE PRODUCT SOLD TO CUSTOMER BY CALAMP. CALAMP SHALL NOT BE LIABLE FOR COSTS TO COVER OR OBTAIN SUBSTITUTE GOODS. CALAMP SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT OR OTHER DAMAGE (INCLUDING WITHOUT LIMITATION LOST PROFIT) WHETHER OR NOT CALAMP HAS BEEN ADVISED OF THE POSSIBILITY OF THAT DAMAGE OR LOSS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. THIS EXCLUSION ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF A THIRD PARTY CLAIM AGAINST CUSTOMER. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT CALAMP'S POTENTIAL LIABILITY. **THE LIMITED WARRANTY, LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CALAMP AND CUSTOMER.** CUSTOMER ACKNOWLEDGES CUSTOMER HAS RECEIVED VALUABLE CONSIDERATION FOR THIS LIMITATION ON LIABILITY IN THE FORM OF ABILITY OF CALAMP TO OPERATE AT LOWER COST, GENERATING PRODUCT INNOVATION, PRODUCT AVAILABILITY, LOWER PRODUCT PRICING, WILLINGNESS TO CONTRACT OR A COMBINATION OF THESE, WHETHER GENERALLY OR SPECIFICALLY.
19. **INTELLECTUAL PROPERTY.** No representation is made that a product or its manufacture, distribution, sale or use is free from infringement or misappropriation of any patent, trademark, trade name, copyright, trade secret or other claimed rights of any person or entity. Customer releases CalAmp from and in respect of any and all claims by or through Customer, for any such alleged or actual infringement or misappropriation. Unless CalAmp has agreed otherwise in writing, Customer has no right to use any of CalAmp's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features. Customer agrees that Customer shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the products.
20. **SALE CONVEYS NO LICENSE.** A product sale does not purport to convey any license, express or implied, concerning any intellectual property rights of CalAmp regarding any invention of CalAmp or others, whether or not patented, embodied in a product, process, sales literature or manufacturing operation. CalAmp reserves all rights to all intellectual property used or embodied in a product. No manufacture to Customer's specifications entails ownership by or conveyance to Customer of any property right in any invention or product.
21. **TOOLING.** CalAmp is deemed to own all tools, dies and other equipment whether provided by Customer or made by CalAmp for the purpose of manufacturing any product for the benefit of Customer.
22. **CONFIDENTIAL INFORMATION.** Information provided by Customer to CalAmp is deemed to be non-confidential, and CalAmp is not obligated to treat as confidential any information that Customer provides to CalAmp, unless there is a separate, express agreement providing for confidentiality.
23. **SECURITY INTEREST; CALAMP REMEDIES.** CalAmp reserves a purchase money security interest and lien in product sold to Customer and Customer's proceeds therefrom, in the amount of the purchase price of such products. In a default by Customer of any obligation to CalAmp, CalAmp shall have the right, in addition to all other rights and remedies, to repossess products sold to Customer physically, or, if the functionality exists, to remotely disable or deactivate products sold to Customer for which payment is not timely received. Customer agrees to make the product available to CalAmp for repossession. In addition, upon default by Customer, CalAmp has the right to withhold no-charge support services from Customer, including, without limitation, access to engineering support and PULS. The security interest will be satisfied by payment in full. A copy of the invoice and/or these terms may be filed with appropriate authorities at any time as a financing statement, to further perfect CalAmp's security interest. On CalAmp's request Customer will execute financing statements and other instruments and take other steps CalAmp requests to perfect and/or provide notice of the security interest.
24. **BANKRUPTCY.** If Customer becomes bankrupt or insolvent or compounds debts with creditors or commences winding up or suffers appointment of a receiver, CalAmp may, by notice to Customer in writing, cancel this agreement without judicial action, intervention or declaration of default of Customer, and without prejudice to any right or remedy which shall have accrued or shall accrue thereafter to CalAmp.
25. **DELAY IN DELIVERY AND FORCE MAJEURE.** CalAmp shall not be liable to Customer for any delay in shipment, failure to meet quoted delivery date(s) or delay in performance. CalAmp shall have the right to indefinitely postpone delivery due to unforeseen circumstances or a cause beyond CalAmp's control. Examples include act of God, terror, war, riot, embargo, act of civil or military authority, fire, flood, hurricane, accident, strike, transportation delay, shortage or disruption in material or supply, excessive demand for product over available supply, interruption for any reason in manufacture of product by CalAmp's supplier, or other cause not within CalAmp's control, whether of the class described above or not. Where only part of CalAmp's capacity to perform is excused, CalAmp may elect to allocate deliveries among customers in a manner CalAmp subjectively considers commercially reasonable.
26. **NO WAIVER.** Failure by CalAmp to enforce at any time any provision of these terms, or to exercise any election or option, shall not be a waiver and shall not be construed as a waiver of the provision or option, nor be construed to affect validity of these terms or any part, or CalAmp's right to enforce each and every such provision.
27. **ATTORNEYS' FEES.** Reasonable attorneys' fees and costs shall be awarded to the prevailing party in litigation involving breach, compliance, enforcement or interpretation of these terms.
28. **GOVERNING LAW.** The parties acknowledge and agree that any offer and acceptance by the parties shall be a contract made in the County of Ventura, State of California. All questions pertaining to validity, construction, execution and performance of these terms shall be interpreted, construed and governed in English according to the internal laws of California, without giving effect to principles of (a) comity of nations or (b) conflicts of law. The parties agree the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from these terms.
29. **JURISDICTION AND VENUE.** Subject to paragraph 30, the parties acknowledge their mutual intent that disputes shall be resolved in Courts applying common law and conducting proceedings in English. The parties acknowledge that the Courts of the State of California are conducted in English and apply common law; that these terms are entered into in and require performance and compliance in California. Accordingly, Customer agrees the California state courts located in Ventura County, California, U.S.A and United States District Court

for the Central District of California shall have exclusive jurisdiction and venue over any dispute arising out of these terms. Any action shall be commenced only in such courts and, to the extent not otherwise subject to jurisdiction of such courts, Customer agrees to the jurisdiction of those courts and waives and agrees to reconfirm waiver of any objection to jurisdiction and to subject itself to the jurisdiction of those courts.

30. **ARBITRATION.** This Arbitration Provision describes when and how a claim may be arbitrated. A “claim” is any claim, dispute or controversy between Customer and CalAmp that 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.

Either Customer or CalAmp may require any claim to be arbitrated, except neither party is obligated to arbitrate a claim that is brought and maintained as an individual (as opposed to a class) claim and that involves an amount in dispute or claim for damages of less than \$25,000. Arbitration begins when a party gives written notice to the other party of the intent to require arbitration. This notice may be given before or after a lawsuit has been started over the claim or with respect to other claims brought later in the lawsuit. Arbitration of a claim must comply with this Arbitration Provision and the applicable rules of the arbitration Administrator. The arbitration Administrator shall be the American Arbitration Association (“AAA”), [www.adr.org](http://www.adr.org), (800) 778-7879. If the AAA is unwilling to serve as the Administrator, the parties shall attempt to agree upon a substitute Administrator. If the parties are unable to so agree, each shall select one representative, and the two representatives shall select a third party, and the two representatives and the third party shall select the Administrator. Each party shall bear its own arbitration costs, fees and expenses, unless otherwise ordered by the Administrator.

The arbitrator may not consolidate more than person’s claims, and may not otherwise preside over any form of representative or class proceeding. **Customer gives up Customer’s right to participate in a class action.** This means that Customer may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other part of this Arbitration Provision, the validity and effect of the Class Action Waiver must be determined only by a court and not by an arbitrator. If a court limits or voids the Class Action Waiver, then this entire Arbitration Provision (except for this paragraph) will be null and void.

In addition to the parties’ rights to obtain discovery under the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope for discovery normally allowable under the arbitration rules of the Administrator. The Arbitrator will have discretion to grant or deny that request. Judgment upon the arbitration award may be entered in any court having jurisdiction. In response to a timely request from either party, the arbitrator must provide a brief written explanation of the basis for any award. The arbitrator’s decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount of the award exceeds \$100,000, a party can appeal the award to a three-arbitrator panel administered by the Administrator, which must reconsider any aspect of the initial award requested by the appealing party. Reference in this Arbitration Provision to the “arbitrator” means the panel of arbitrators if an appeal of the arbitrator’s decision has been taken. Subject to applicable law, costs of any appeal will be borne by the appealing party regardless of the outcome of the appeal.

This Arbitration Provision is governed by the Federal Arbitration Act and not by any state arbitration law. The arbitrator must apply applicable statutes of limitations and claims of privilege recognized at law, and applicable substantive law consistent with the Federal Arbitration Act. The arbitrator is authorized to award all remedies permitted by substantive law that would apply if the action were pending in court. This Arbitration Provision survives the repayment of all amounts Customer owes CalAmp, the transfer of this Agreement, and any bankruptcy by Customer, to the extent not inconsistent with applicable bankruptcy law. Except as provided above, if any part of this Arbitration Provision is determined to be invalid or unenforceable, this Arbitration Provision and the Agreement will remain enforceable. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules or the other provisions of this Agreement or any other contract between Customer and CalAmp, this Arbitration Provision will govern.

31. **LIMITATIONS OF ACTIONS.** No action for breach of the contract for sale of products shall be commenced more than one (1) year after the accrual of the cause of action.
32. **ASSIGNMENT.** Customer shall not assign or purport to assign these terms or any interest herein, or any right hereunder, without CalAmp’s prior written consent. Any such assignment without CalAmp’s prior written consent shall be null and void, and of no effect. This Agreement is fully assignable by CalAmp to any person or entity and shall inure to the benefit of such assignee or successor.
33. **HEADINGS.** Headings and section numbers in these terms are for convenient reference only and do not define or limit the provisions and shall not be used to interpret or construe the provisions of these terms.
34. **SEVERABILITY.** Whenever possible, each provision or portion of any provision of these terms shall be interpreted in such manner as to be effective and valid under applicable law, but if any of these terms is held void or unenforceable, it shall be deemed to be severed, and every other provision shall be enforced as if the void or unenforceable term was never part of these terms.
35. **NO INDEMNIFICATION.** Unless otherwise expressly stated in a writing signed by both parties, CalAmp does not indemnify, nor agree to defend or hold Customer harmless, against any liability, loss, damage or expense (including attorney’s fees) relating to any claim whatsoever, including without limitation, a claim for personal injury, death or property damage.
36. **IMPORT AND EXPORT.** Customer shall, at its own expense, pay for all import and export licenses and permits, customs charges and duty fees, and take all other actions required to lawfully accomplish the export and import of products purchased by Customer. Customer understands CalAmp is subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which restrict or prohibit export or diversion of certain technical products to certain countries. Customer warrants it will comply in all respects with the export and re-export restrictions set forth in the export license for every product shipped to Customer.
37. **COMPLIANCE WITH LAW.** Customer is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission (FCC) or any other federal, state or local governmental authority, related to the purchase, installation, erection and operation of any products purchased hereunder. Customer shall be responsible for all FCC application fees and frequency coordination fees. Customer assumes responsibility for the operation of all equipment in accordance with FCC rules.
38. **CUSTOMER’S UNDERSTANDING.** Customer represents and warrants and acknowledges: (a) Customer read and understood these terms, and (b) in all the circumstances, including pricing, availability of product, allocation of risks and freedom to manage risks, availability of insurance and freedom to obtain and structure insurance, and other circumstances, on balance these terms are fair and reasonable to Customer.
39. **FOREIGN CORRUPT PRACTICES ACT.** If Customer will be selling or distributing CalAmp products to a government or governmental agency of a foreign country, Customer shall comply with the Foreign Corrupt Practices Act of 1977 or any governmental requirement to a similar effect. Customer represents to CalAmp that it has not made, offered or agreed to offer anything of value to any governmental official, political party or candidate for government office which would cause CalAmp to be in violation of the Foreign Corrupt Practices Act of 1977 or any governmental requirement to a similar effect.



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40. **USE OF CUSTOMER'S NAME.** CalAmp may use Customer's name and may disclose that Customer is a purchaser of CalAmp products or services. Such public disclosures shall not indicate that Customer endorses CalAmp products without prior written permission from Customer.