

TERMS AND CONDITIONS

GENERAL

A. These Terms and Conditions (together with the proposal agreement (the "Proposal") signed by Licensee and any appendices attached hereto or thereto, this "Agreement") govern the terms and conditions under which Cartasite LLC (together with any direct and indirect affiliates or subsidiaries thereof, "Cartasite") provides to you ("Licensee") services via products, devices, software, support and associated website and mobile device applications (collectively, the "Services").

I. ACCOUNTS

1.1 Master Accounts. If Licensee is the initiator of Services (a "Master Account Holder"), Licensee will be required to set up a "Master Account."

1.2 Sub Accounts. If Licensee is a contractor of a Master Account Holder (a "Sub Account User"), the Master Account Holder will grant the Sub Account User rights to use the Services in connection with the Master Account. If Licensee is the Master Account Holder, Licensee agrees that each Sub Account User has full authority to act on Licensee's behalf as to the Services. Licensee is responsible to assure that Any Subaccount User complies with the terms of this Agreement and for any breach of this Agreement by any Sub Account User.

1.3 Account Registration, Access and Details.

(a) Licensee agrees that all information that Licensee provides Cartasite in connection with Licensee's access and use of the Services is true, accurate, and complete to the best of Licensee's knowledge, belief, and ability. Licensee also agrees that Licensee will maintain and routinely update such information to keep it true, accurate, and complete at all times.

(b) To access or use the Services, Licensee and each Sub Account User will be required to obtain or sign up for a user identification ("User ID") and a password. Licensee hereby authorizes Cartasite to process any and all account transactions initiated through the use of Licensee's or any Sub Account User's User ID and password.

(c) Cartasite reserves the right to refuse access to Services or any part of Services or to delete Licensee's or any Sub Account User's User ID or password at any time and for any reason, including without limitation for any of the following: (i) sharing User ID or password with anyone without Cartasite's prior written consent; (ii) violating this Agreement; (iii) non-payment of any amounts owed to Cartasite; or (iv) utilizing Services for any other purpose other than the day-to-day business operations of Licensee

(d) Licensee is responsible for maintaining the confidentiality of its and any Sub Account User's User ID and password, and Licensee is fully responsible for all access and any activity that occurs through use of Licensee's and any Sub Account User's User ID or password. Licensee agrees to immediately notify Cartasite at support@cartasite.com of any unauthorized use of

Licensee's User ID or password or any other breach of security in connection with the Services. Licensee also agrees to take such steps as may be requested by Cartasite to prevent unauthorized use of Licensee's User ID or password.

II. GRANT OF ACCESS

2.1 Access and Use of Services. Subject to payment of the Fees (as defined below), the terms of Section 1.3(b) and the other terms of this Agreement, Cartasite grants to Licensee a worldwide non-exclusive, non-sublicensable, non-transferable license to use the Services solely for the day-to-day business operations of Licensee. Cartasite has the right to modify, change or update the Services without prior notice. Licensee agrees that Cartasite is not liable for any interruption of the Services for any reason, including without limitation any interruption because of maintenance. Cartasite reserves the right to monitor all use of the Services.

2.2 Restrictions on Use. Licensee shall not: (a) lease, rent, loan, license, sublicense, resell or trade to third parties, or otherwise permit the use of or access to the Services by or for the benefit of any third party; (b) assign (except as expressly permitted by Section 7.2), sell, pledge, charge, encumber, transfer or otherwise dispose of the Services to any third party, whether voluntarily, by operation of law or otherwise; (c) use the Services for any unlawful purpose (including any laws regarding the export of data or software to and from the United States or other relevant countries); (d) copy, duplicate, reproduce, resell, trade, translate, decompile, disassemble or reverse engineer any of the Services; (e) delete or in any manner alter any copyright, trademark, or other proprietary right notice or marking appearing on any information that Licensee receive from Cartasite or which appears on the Services; (f) copy, modify, improve, revise or create derivative works based on any of the Services; notwithstanding the foregoing, Licensee hereby assigns to Cartasite all right, title and interest in and to all modifications, improvements, revisions and derivative works based on the Services created by Licensee; (g) use the Services and may not enter into this Agreement if Licensee is a person barred from receiving the Services under the laws of the United States or other countries including the country in which Licensee is resident or from which Licensee uses the Services; or (h) use any of Cartasite's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features without Cartasite's prior written consent.

2.3 Prohibited Conduct. Licensee shall not use the Services to: (a) upload or otherwise transmit any Licensee Data (as defined below) that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) impersonate any person or entity, including without limitation any Cartasite representative, or misrepresent Cartasite's affiliation with any person or entity; (c) forge headers or otherwise manipulate identifiers in order to disguise any use of the Services or the origin of any Licensee Data transmitted through the Services; (d) upload or otherwise transmit any

Licensee Data that Licensee does not have a right to transmit under any law or any contractual relationship; (e) upload or otherwise transmit any Licensee Data that infringes or misappropriates any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of any person; (f) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of solicitation; (g) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Services or servers or networks connected to the Services; (i) permit access to or use of any Services in a way that circumvents a contractual usage limit; (j) incite or provide instructional information about illegal activities; (k) attempt to gain unauthorized access to any Cartasite or third party systems or networks; (l) improperly use any of the Services, including without limitation creating Internet "links" to any part of the Services, "framing" or "mirroring" any part of the Services on any other websites or systems, or "scraping" or otherwise improperly obtaining data from any of Services; or (m) build a competitive or similar product or service or to benchmark against any other product or service. Licensee will defend, indemnify and hold harmless Cartasite and its affiliates, and the respective officers, directors, and employees of any of the foregoing, against any and all claims, losses, liabilities, demands, judgments, damages, damages, suits and proceedings (including attorneys' fees and court costs) arising from or relating to any breach by Licensee of this Agreement or otherwise arising out of or related to this Agreement or Licensee's use of or access to the Services.

2.4 Audit Right. From time to time Cartasite or its agents may enter the premises of Licensee during normal business hours and examine Licensee's facilities, servers, systems and records as necessary to verify that the Services is being used within the parameters specified in this Agreement. In the event any such audit reveals that the Services is being used contrary to the terms and conditions of this Agreement, Licensee shall promptly pay Cartasite: (a) additional fees consistent with Licensee's actual use of the Services; and (b) the costs and expenses incurred by Cartasite in performing any such audit. Such assessment of additional fees, costs and expenses shall be without prejudice to any other remedies Cartasite may have for breach of this Agreement, including without limitation termination under Section 4.2(a). Any audit pursuant to this Section 2.4 shall be permitted at any time prior to the termination of this Agreement and for two (2) years thereafter. Cartasite's decision not to perform an audit shall not relieve Licensee of its obligations under this Agreement or waive any rights of Cartasite of enforcement hereunder.

2.5 Export Restrictions. Licensee acknowledges that the Services may be subject to the United States export control laws. Accordingly, Licensee shall not, directly or indirectly, export or permit the use of the Services outside the United States without obtaining any required government authorization and complying with applicable laws.

2.6 Ownership; Retained Rights. All Services shall remain the exclusive property of Cartasite. Except for the rights expressly granted to Licensee hereunder, Cartasite shall retain all right, title and interest in, to and under the Services. Licensee hereby grants Cartasite a worldwide, royalty-free, non-assignable and non-exclusive license to use the anonymized Licensee Data as part of the Services. This license is for the sole purpose of enabling Cartasite to perform various statistical and activity analysis. Cartasite's use of this data will be in strict compliance with Cartasite's Privacy Policies. For purposes of this Agreement, "Licensee Data" means all data used in connection with or submitted by Licensee to Cartasite in connection with the Services or generated via use of the Services.

2.7 Licensee Data.

(a) Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Licensee Data, and Cartasite shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or storage failure of any Licensee Data.

(b) The Services may enable Licensee to send information directly to one or more Licensee service providers. Cartasite is not responsible for any information sent by Licensee to any service provider.

2.8 Government Users. If Licensee is any unit or agency of the United States government, Licensee agrees that the Services are "Commercial Computer Software" and Licensee is acquiring only "restricted rights" in the Services.

2.9 Support.

(a) Cartasite may, from time to time, agree to provide support or other professional services to Licensee in connection with the Services (collectively, "Support"). Licensee shall be responsible for providing, at no cost to Cartasite and on a timely basis, such materials, data, information, supplies and facilities, as well as access to Licensee's personnel, as reasonably necessary for the performance of Support, and Cartasite shall be entitled to rely on the sufficiency and accuracy of such materials, data, information, supplies and facilities. Licensee will cooperate and provide Cartasite with assistance as may reasonably be required to properly perform Support. Licensee acknowledges that its timely provision of and access to facilities, assistance, cooperation, materials and accurate information and data, in each case as may be requested by Cartasite (collectively, "Cooperation"), may be essential to performance of Support, and that Cartasite will not be liable for any delay or deficiency in providing Support if and to the extent such delay or deficiency results from Licensee's failure to provide Cooperation.

(b) If Licensee determines that a device or Service is not performing as expected, Licensee should promptly notify Cartasite from email at support@cartasite.com or telephone at 877-516-9373 or 303-865-3140). If Cartasite is unable to resolve any reasonable performance concerns by remote trouble shooting process, Cartasite may, but is not required to, issue a return merchandise authorization (RMA). If an RMA is issued, upon receipt of the device, Cartasite will ship

Licensee a replacement within 72 hours, subject to the purchase terms. If Cartasite is unable to ship the device within this time frame, Cartasite may issue Licensee a service credit. Cartasite requires that any device designated as defective and eligible for RMA replacement complete the remote troubleshooting procedures and be assigned an RMA number prior to its return. Cartasite will not accept any device as defective and eligible for RMA replacement without the proper authorization number.

(c) Cartasite's restocking fee for devices is 15% of device cost and full activation fees will be assessed. For any leased or subscription devices, the full deposit and activation fee will be charged on all returned goods. Restocking fees (i) are not refundable, (ii) are only applicable provided that the device is returned within 30 days of original shipment to Licensee and (iii) is subject to Cartasite's evaluation of the returned devices. Additional fees may apply for damaged devices.

III. FEES

3.1 Fee. In consideration of the license granted in Section 2.1, Licensee shall pay the fees (the "Fees") set forth in the Proposal. Cartasite may modify the Fees or introduce new Fees upon advanced notice to Licensee as provided in the Proposal.

3.2 Payments. Cartasite will invoice Licensee for the Fees as provided in the Proposal. Payment for each invoice is due upon receipt. Any amount not paid on or before the due date shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, calculated from the date payment is due until the date payment is made. All amounts payable under this Agreement by Licensee shall be paid in full without set-off, deduction or other withholding of any amount. If an undisputed invoice for Services remains unpaid 30 days after its receipt, Licensee is subject to immediate loss of any volume or other discount given from list price associated with the original sale.

3.3 Taxes. The Fees do not include federal, state or local sales, use, property, excise or other taxes, duties or other levies now or hereafter imposed or payable, whether now or in the future, in connection with the Services or this Agreement, all of which shall be borne by Licensee, except for taxes based solely on the net income of Cartasite. If any tax, duty or other levy becomes due or assessed on any payment by Licensee to Cartasite hereunder, then Licensee shall: (a) pay the net amount of the Fees, charges or expenses to be paid to Cartasite hereunder after deduction of the tax, duty or levy; (b) pay the amount of any such tax, duty or levy directly to the applicable taxing authority; and (c) certify to Cartasite upon request that all such taxes, duties and other levies have been paid.

IV. TERMINATION

4.1 Term. The standard requirement for notice of termination is 60 days.

4.2 Termination.

(a) Either party may terminate the license granted under this Agreement by giving written notice to the other party in the event the other party is in material breach of this Agreement and shall have failed to cure such breach within thirty (30) days of receipt of written notice thereof from the non-breaching party. Notwithstanding the foregoing, Cartasite may immediately terminate the license in the event Licensee has failed to pay any Fee.

(b) Cartasite may immediately terminate this Agreement: (i) as required by any law enforcement or other government or regulatory organization or authority or by the courts or if made illegal as a result of any act of the foregoing; (ii) in the event that Licensee fails or is unable or acknowledges its inability to pay its debts as they fall due, makes any arrangement or compromise with or for the benefit of its creditors, or institutes or has instituted against it any bankruptcy or insolvency proceedings or has a receiver, trustee or equivalent appointed over its assets; (c) the partner with whom Cartasite offered the Services to Licensee has terminated its relationship with Cartasite or ceased to offer the Services to Licensee; (d) Cartasite is transitioning to no longer providing the Services to users in the country in which Licensee is resident or from which Licensee uses the Services; or (e) provision of the Services to Licensee is, in Cartasite's opinion, no longer commercially viable.

4.3 Effect of Termination. Upon termination of the license, Licensee shall immediately cease using the Services. Termination of the license or any suspension of the Services shall not entitle Licensee to any refund of any Fee to Licensee. The making of all payments required under the license and the terms and conditions of Articles 3, 5, 6, and 7, Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, and 4.3 and any Appendix hereto shall survive termination of the license. Termination of the license by either party pursuant to Section 4.2 shall be in addition to any other right or remedy which such party may have at law, in equity or the license and these terms and conditions.

V. DISCLAIMERS AND LIMITATIONS

5.1 Disclaimer of Warranties. LICENSEE ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL ITS EXISTING KNOWN OR UNKNOWN FAULTS. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, CARTASITE HEREBY DISCLAIMS AND LICENSEE WAIVES ALL REPRESENTATIONS, CONDITIONS, DUTIES AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION ANY REPRESENTATION, WARRANTY, DUTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR QUIET ENJOYMENT, (B) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE SERVICES, (C) AS TO THE RESULTS OBTAINED FROM USE OF THE SERVICES; OR (D) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. CARTASITE DISCLAIMS ANY WARRANTY

THAT THE SERVICES WILL BE ERROR FREE, THAT THE OPERATION OF ANY SERVICES WILL BE UNINTERRUPTED, THAT ANY ERRORS IN THE SERVICES CAN BE CORRECTED OR THAT ANY

REMOTE ASSET OR PERSONNEL MONITORING SERVICES OR DEVICES WILL WORK, ENSURE THE SAFETY OF PERSONS OR ENSURE THE SECURITY OF ASSETS.

5.2 Limitations and Exclusions of Liability. IN NO EVENT SHALL CARTASITE, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CARTASITE, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY THEREOF. THE AGGREGATE LIABILITY OF CARTASITE FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE FEES PAID TO CARTASITE UNDER THE AGREEMENT DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING A CLAIM.

VI. CONFIDENTIALITY

6.1 Disclosure and Use. Licensee shall hold the Services in the strictest confidence and shall not disclose or otherwise make any part of the Services available to any other person without the prior written consent of Cartasite. Any disclosure of the Services to Licensee's employees shall be permitted only if such employees have a need to receive the Services and provided such employees are contractually or legally bound to an obligation of confidence no less protective of the Services than this Agreement. Licensee shall exercise the same degree of care to safeguard the confidentiality of the Services as Licensee exercises to safeguard the confidentiality of its own confidential and proprietary information, but in no event less than a reasonable standard of care.

6.2 Equitable Remedies. Licensee acknowledges and agrees that any threatened or actual breach of Section 6.1 shall constitute immediate, irreparable harm to Cartasite that cannot be compensated by money and as to which equitable remedies shall be awarded by a court of competent jurisdiction. Licensee hereby expressly waives the requirement of posting bond and the right to a hearing prior to the issuance of any order by a court of competent jurisdiction granting possession of the Services to Cartasite.

VII. GENERAL

7.1 Jurisdiction and Venue. This Agreement will be governed by the laws of the State of Colorado without giving effect to the principles of conflicts of law. Each party agrees that any judicial proceeding brought to enforce any provision of this Agreement or to recover damages for its breach shall be brought exclusively in the state and federal courts

located in Denver, Colorado, and the parties waive any objections to jurisdiction or venue of any such court.

7.2 No Assignment. Licensee may not assign its benefits or delegate its duties under this Agreement without the prior written consent of Cartasite. Any attempted assignment or delegation by Licensee without such prior written consent will be void. This Agreement will be binding upon and inure to the benefit of each party and its permitted successors and assigns.

7.3 Force Majeure. Cartasite shall not be liable for delay or failure in performance resulting acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, telecommunications failures or delays, computer failures involving hardware or software not within Cartasite's possession or reasonable control, acts of vandalism (including network intrusions and denial of service attacks), power outage, and downtime due to necessary maintenance and troubleshooting.

7.4 Notices. Any notice required under this Agreement must be in writing and will be deemed received when actually received and delivered by (a) electronic mail with confirmation of receipt to the email address of each party set forth below, (b) in the case of Cartasite, by posting of such notice on Cartasite's website, (c) United States mail, certified or registered, return receipt requested, or (d) confirmed private commercial overnight courier service; provided that, in each case, such notice is properly addressed or transmitted to the address of the party indicated below or to such other address as a party may provide to the other party in accordance with this provision:

If to Cartasite:

Cartasite LLC
Attn: COO
1123 Auraria Parkway
Denver, Colorado 80202
Email: support@cartasite.com

If to Licensee:

To the address for Licensee in the Proposal.

7.5 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of such provision in any other jurisdiction. In addition, any such prohibited or unenforceable provision will be given effect to the extent possible in the jurisdiction where such provision is prohibited or unenforceable.

7.6 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter of this Agreement.

7.7 Amendments and Waivers. The terms and conditions of this Agreement may be modified or waived only by a written document executed by the parties. The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing

waiver of such right or of any other right under this Agreement; provided, however, that Cartasite may without prior consent or notice to Licensee make changes to these Terms and Conditions and any Appendix hereto and any such revisions will be made available on Cartasite's website. Any use by Licensee of the Services after any such changes by Cartasite shall be deemed to be acceptance by Licensee of such changes.

7.8 Counterparts; Facsimile Transmission. This Agreement may be executed in any number of counterparts, but shall not take effect until each party has executed at least one counterpart. Each counterpart shall constitute an original but all the counterparts together shall constitute a single agreement. The exchange of copies of this Agreement and of signature pages by .PDF file or other facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by .PDF file or other facsimile shall be deemed to be their original signatures for all purposes.

7.9 Translations. Any translated copy of this Agreement provided by Cartasite to Licensee is provided for Licensee's convenience only and only the English language version of this Agreement will govern Licensee's relationship with Cartasite. If there is any contradiction between what the English language version of this Agreement and the translated version, then the English language version shall control.

7.10 Appendices. Any appendices hereto are made part of and incorporated into this Agreement.

7.11 Other Content.

(a) The Services may include hyperlinks to other web sites or content or resources. Cartasite (i) has no control over those web sites or resources that are provided by companies or persons other than Cartasite, (ii) is not responsible for the availability of any such external sites or resources, (iii) does not endorse any advertising, products or other materials on or available from such web sites or resources, and (iv) is not liable for any loss or damage which may be incurred by Licensee as a result of the availability of those external sites or resources, or as a result of any reliance placed by Licensee on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

(b) Use of the Services by Licensee may result in Licensee using a service, downloading software, or purchase goods that are provided by a third party. Licensee's use of these other services, software or goods may be subject to separate terms between Licensee and such third party. If so, this Agreement does not affect Licensee's legal relationship with such third parties.

7.12 Software Updates. The software used through the Services may automatically download and install updates from time to time from Cartasite. Licensee agrees to receive such updates (and permit Cartasite to deliver these to Licensee) as part of Licensee's use of the Services.

7.13 Third Party Beneficiaries. Licensee acknowledges and agrees that each affiliate and subsidiary of Cartasite is a third-party beneficiary to this Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or rights in favor of) them. Other than this, no other person or company is a third-party beneficiary to this Agreement.

APPENDIX A - Satellite Communications and SOS Services

1. **Limitations.** Services utilize coordinates derived from the U.S. Government's GPS Satellite Constellation and embedded GPS ICs to determine location and various satellite uplinks including the L-band uplink (1610-1618.725 mhz) of the Globalstar™ Satellite System (together with the U.S. Government's GPS Satellite Constellation or any other satellite system used, the "Satellite Systems"), which is owned and operated by Globalstar, Inc. ("Globalstar") or others and interconnecting wireline or wireless networks to transmit your messages. The Satellite Systems' availability is limited by the space technology and environmental conditions that affect radio transmissions including limitations on the geographic satellite service coverage. Services may become limited or temporarily unavailable without notice from time to time. Cartasite, SPOT LLC ("SPOT"), and other providers of satellite services do not own or control the service providers that operate the links between the satellite ground stations, including satellite antennas and supporting equipment, and the Globalstar satellites, nor does Cartasite or SPOT or other providers own or control the GPS Satellite Constellation, and cannot be responsible for any Service interruptions or interference that are associated with those Satellite Systems or ground stations and the interconnecting networks. Neither does Cartasite or SPOT own or control the cell phone and e-mail service providers who receive the e-mail and short service message ("SMS") messages generated from Cartasite and SPOT Products, and is not responsible for any delays by the e-mail and cellphone providers related to these messages. Satellite service is wireless and requires a clear line of sight toward the satellite; therefore, the Services are inherently subject to transmission and reception limitations caused by: (a) your location, including conditions that obstruct the line of sight between you and the Satellite Systems; (b) the condition of the Satellite Systems and ground stations; (c) the condition of Licensee's Cartasite or SPOT Product; and (d) weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond Cartasite's or the Satellite Systems' control.

2. **SOS Emergency.** Cartasite has contracted with third party providers, Travel Safety Group dba GEOS ("GEOS") through Spot, to provide SOS emergency monitoring services, and Twilio. Provision of SOS Emergency services is subject to the terms of this Agreement, including, without limitation, the limitations of liability set forth in this [Appendix A](#). Cartasite and SPOT intend that the GEOS International Emergency Response Coordination Center (the "IERCC") and Twilio will be available at all times in all locations where your Cartasite or SPOT Products works; however, it is possible that at some times and some locations, the IERCC will not receive your transmission or that your transmission will be delayed. **The emergency responder(s) shall determine when, how, even if, to conduct a search and rescue in accordance with their standard policies and procedures, subject to such constraints as operational limitations, available resources, technical feasibility, meteorological conditions, medical and/or safety concerns whether for you or the emergency responder(s). In no event does this Agreement create a duty to rescue.**

3. **SOS Monitoring.** Cartasite and/or SPOT Products transmit SOS Emergency Signals received, along with applicable Registration Data information and available location coordinates, to the IERCC and/or Twilio. The IERCC maintains a database of emergency responders in regions throughout the world (the "IERCC Database"), and provides SOS Emergency Signal monitoring twenty-four (24) hours a day, seven (7) days a week and 365 days a year. Upon receipt of a SOS Emergency Signal, IERCC or Twilio services or personnel may: (a) contact, if available, the primary and secondary contacts identified by you in your Registration Data to attempt to validate the SOS Emergency Signal; (b) use the IERCC database to identify appropriate emergency responder(s) according to available location coordinates; (c) contact the appropriate emergency responder(s) and inform them of the relevant facts in GEOS' possession (including your Registration Data information and/or location coordinates); (d) if you are traveling outside of your home territory, and it is consistent with GEOS' procedures, contact the Embassy of your government consistent with your Registration Data, either in the location identified by the Location Information or their Washington, D.C. based Embassy, and provide them all relevant facts in GEOS' possession; or (e) provide updates of location coordinates as available to the identified emergency responder. Upon contacting the emergency responder(s) and/or, as appropriate, the Embassy, and informing them of all relevant facts, Cartasite, Globalstar, Twilio, SPOT, and GEOS are released from all further legal responsibility and/or obligation to take any further action whatsoever. Should GEOS have reasonable cause to believe that an emergency condition does not exist, GEOS and/or Cartasite reserves the right to solely contact the primary and secondary contacts identified by you.

4. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES FOR SATELLITE AND SOS SERVICES**
 - 4.1. **Limited Warranty for the Cartasite and/or SPOT satellite communication Product.** THE LIMITED WARRANTY ACCOMPANYING THE CARTASITE AND SPOT PRODUCTS ARE THE ONLY WARRANTY PROVIDED IN RELATION TO THE CARTASITE AND SPOT PRODUCTS. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE CARTASITE AND SPOT PRODUCTS ARE AT LICENSEE'S SOLE RISK OTHER THAN SUCH LIMITED WARRANTY. EXCEPT AS SPECIFIED IN THE LIMITED WARRANTY, SPOT AND CARTASITE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES FOR LICENSEE'S CARTASITE AND SPOT PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES REGARDING THE CONDITION, DESIGN, SPECIFICATIONS, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

- 4.2. PURPOSE OF LICENSEE'S CARTASITE AND SPOT PRODUCTS, OR ANY WARRANTIES THE CARTASITE AND SPOT PRODUCTS ARE FREE FROM LATENT DEFECTS OR DEFICIENCIES, OR THAT THE CARTASITE AND SPOT PRODUCTS ARE FREE FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR PROPRIETARY RIGHT OF ANY THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SPOT, CARTASITE, OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE LIMITED WARRANTY.
- 4.3. THE APPLICABILITY OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY VARY FROM STATE TO STATE AND/OR FROM COUNTRY TO COUNTRY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.
- 4.4. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY APPLICABLE LAW, SPOT AND CARTASITE LIMIT THE DURATION OF ANY IMPLIED WARRANTIES TO THE DURATION OF THE LIMITED WARRANTY FOR THE APPLICABLE SPOT PRODUCT.
- 4.5. The terms and conditions of the applicable Limited Warranty for the SPOT Product may be updated by SPOT at any time and without notice. If there is any conflict between the terms contained in this Agreement and the terms contained at <http://www.findmespot.com/warranty>, then the terms contained at <http://www.findmespot.com/warranty> shall supersede and replace the terms contained in this Agreement.

5. Disclaimer of Warranty for the Services and Software.

- 5.1. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES AND ANY ASSOCIATED SOFTWARE IS AT LICENSEE'S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY ASSOCIATED SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES REGARDING CONDITION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES AND/OR ANY ASSOCIATED SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION WILL BE WITHOUT INTERRUPTION OR ERROR-FREE, OF SATISFACTORY QUALITY, OF QUIET ENJOYMENT, THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY EXCLUDED FROM THIS AGREEMENT AND DISCLAIMED BY SPOT AND CARTASITE AND ALL SERVICE PROVIDERS TO THE FULLEST EXTENT PERMITTED BY LAW. SPOT, CARTASITE, AND SUCH SERVICE PROVIDERS MAKE NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SERVICES, ANY ASSOCIATED SOFTWARE, OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE SPOT AND/OR CARTASITE PRODUCTS TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS AND/OR SPOT ASSIST HELP TRANSMISSIONS. SPOT, CARTASITE, AND THE SERVICE PROVIDERS MAKE NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY TRANSMISSION OF A COMPUTER VIRUS, HACKING BY A THIRD PARTY, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY DISTRIBUTOR, RESELLER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. LICENSEE IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO LICENSEE'S PRODUCT, OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM USE OF THE SERVICE. THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. SPOT, CARTASITE, AND THE SERVICE PROVIDERS MAKE NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SERVICES OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE SPOT AND CARTASITE PRODUCTS TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS AND/OR SPOT ASSIST HELP TRANSMISSIONS.

6. LIMITATION OF LIABILITY FOR SATELLITE AND SOS SERVICES

- 6.1. TO THE FULLEST EXTENT PERMITTED BY LAW, SPOT, CARTASITE AND THEIR SERVICE PROVIDERS AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS HEREBY EXPRESSLY EXCLUDE AND DISCLAIM ANY LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY OR PUNITIVE LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING LOSS OF INCOME, MEDICAL AND OTHER EXPENSES, LOSS OF GUIDANCE, CARE AND COMPANIONSHIP) WHICH

- 6.2. MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THE SPOT PRODUCT OR SERVICES (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE SERVICES) OR ITS USE BY LICENSEE OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY LICENSEE TO UTILIZE THE SERVICES.
- 6.3. CARTASITE, SPOT AND THEIR SERVICE PROVIDERS AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS EXCLUDE ALL LIABILITY, WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE IN RESPECT OF ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTIES, FOR ANY FAULTS, FAILURES OR INADEQUACIES OF THE SATELLITE SYSTEMS, THESE SERVICES OR THE SOS EMERGENCY MONITORING AND RESPONSE PROVIDED BY GEOS, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES CAUSED BY:
- 6.3.1. MATTERS OUTSIDE OF CARTASITE'S, SPOT'S OR THEIR SERVICE PROVIDERS' AND THEIR AFFILIATES' REASONABLE CONTROL, WHICH SHALL INCLUDE, BUT ARE NOT LIMITED TO, OUTBREAK OF HOSTILITIES, RIOT, CIVIL DISTURBANCE, ACTS OF TERRORISM, FIRE, EXPLOSION, FLOOD, SNOW, FOG OR OTHER INCLEMENT WEATHER CONDITIONS, FAILURE OF TELECOMMUNICATIONS OR SATELLITE SYSTEMS, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, SURGES IN THE ELECTRICAL MAINS OR CURRENTS, DAMAGE CAUSED BY ELECTROMAGNETIC INTERFERENCE, THEFT, MALICIOUS DAMAGE, STRIKE, LOCK OUT OR INDUSTRIAL ACTION OF ANY KIND;
 - 6.3.2. FAILURE, DELAY OR INACCURACY OF THE GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR
 - 6.3.3. FAILURE, DELAY OR INACCURACY OF THE CARTASITE OR SPOT PRODUCTS TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNAL(S), SPOT ASSIST TRANSMISSIONS, AND/OR LOCATION COORDINATES, TO THE SATELLITE SYSTEMS;
 - 6.3.4. FAILURE OF, OR DELAY, IN THE SATELLITE SYSTEMS AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO SOS EMERGENCY SIGNAL(S), SPOT ASSIST HELP TRANSMISSIONS, LOCATION COORDINATES, PREPROGRAMMED MESSAGES AND/OR GOOGLE MAPS™ DISPLAY, AND TO TRANSMIT SUCH TRANSMISSIONS TO THE IDENTIFIED POINTS OF CONTACT AND/OR IERCC AS APPROPRIATE;
 - 6.3.5. FAILURE OF OR DELAY IN YOUR E-MAIL OR CELLPHONE PROVIDER TO TRANSMIT THE MESSAGE TO LICENSEE OR LICENSEE DESIGNATED CONTACT(S), OR FAILURE OF OR DELAY IN THE IERCC AND/OR TWILIO RESPONDING TO SOS EMERGENCY SIGNAL(S), OR FAILURE OR DELAY OF THE SPOT ASSIST PROVIDER (NATION SAFE DRIVERS AND/OR BOATUS) IN RESPONDING TO THE SPOT ASSIST HELP TRANSMISSION; OR FAILURE OF OR DELAY IN YOUR SMARTPHONE TO TRANSMIT ANY MESSAGE(S) TO ANYONE OR ANY DEVICE; OR FAILURE OF THE CARTASITE HARDWARE OR SOFTWARE OR ANY PORTION OF A CELLULAR NETWORK;
 - 6.3.6. FAILURE OF OR DELAY ON BEHALF OF THE CARTASITE OR SPOT SERVICE PROVIDERS TO PERFORM THE APPLICABLE SERVICES FOR WHICH EACH IS CONTRACTED;
 - 6.3.7. FAILURE TO OBTAIN A CLEAR LINE OF SIGHT TOWARD THE SATELLITE OR CELLULAR SYSTEMS;
 - 6.3.8. FAILURE TO PROPERLY INSTALL OR CONFIGURE ANY CARTASITE OR SPOT PRODUCTS, INCLUDING SPOT HUG AND ITS ASSOCIATED DOOR, LOW VOLTAGE AND HIGH WATER SENSORS;
 - 6.3.9. FAILURE OF CARTASITE, SPOT OR THEIR SERVICE PROVIDERS TO PROVIDE THE SERVICE(S), INCLUDING SOS EMERGENCY SERVICES, DUE TO THE SERVICE(S) HAVING BEEN CANCELLED PURSUANT TO THIS AGREEMENT;
 - 6.3.10. NON-COMPATIBILITY OF CARTASITE OR SPOT PRODUCTS WITH SMARTPHONE OPERATING SYSTEMS AND THIRD-PARTY SOFTWARE; OR
 - 6.3.11. FAILURE OR INADEQUACY OF POWER SUPPLY FOR CARTASITE OR SPOT PRODUCTS AND/OR ASSOCIATED PRODUCTS (INCLUDING THE DELORME EARTHMATE PN-60W GPS, THIRD-PARTY ACCESSORIES AND SMARTPHONES).

- 6.4. IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF CARTASITE, SPOT AND/OR THEIR SERVICE PROVIDERS FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT EXCEED THE AMOUNT OF THE FEE FOR SERVICES PAID BY LICENSEE IN THE PRIOR TWELVE-MONTH PERIOD.
- 6.5. THE LIMITATIONS IN THIS APPENDIX A SHALL APPLY TO ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES HOWSOEVER CAUSED AND WHETHER FOR BREACH OF CONTRACT, IN TORT, BY WAY OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

APPENDIX A – driveTIME

driveTIME SERVICES UTILIZE VISTRACKS SOFTWARE. ANY PURCHASE OR USE OF driveTIME SERVICES IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THIS SEPARATE APPENDIX, AS MAY BE PERIODICALLY UPDATED.

APP TERMS AND CONDITIONS:

1. DEFINITIONS

In addition to the terms defined in the body of this Appendix, the following terms have the following meanings:

“**App**” means the Android Hours of Service/DVIR tablet and smartphone application.

“**Confidential Information**” means non-public information that a party provides and reasonably considers to be of a confidential, proprietary or trade secret nature, including marketing, engineering and other plans, financial statements and projections, customer and supplier information, research, designs, plans, compilations, methods, techniques, processes, procedures, and know-how, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing. Confidential Information shall not include Non-Confidential Information.

“**Device**” means a mobile Device purchased from or distributed by Cartasite or VISTRACKS intended to be used by Licensee to track and/or monitor Monitored Users.

“**Internet**” means the global computer network comprised of interconnected networks using standard protocols including HTTP, UDP and TCP/IP.

“**Licensee**” or “**You**” or “**Your**” means the individual account holder who purchases or otherwise uses the Services in accordance with the terms and conditions set forth in this Agreement.

“**Location Data**” means location history and transaction activity generated by use of App.

“**Non-Confidential Information**” means information which: (i) is, as of the time of its disclosure or thereafter becomes part of the public domain through no fault of the receiving party; (ii) can be demonstrated by credible evidence: (a) as rightfully known to the receiving party prior to the time of its disclosure, or (b) to have been independently developed by the receiving party; (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or, (iv) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided prompt written notice and assistance to the disclosing party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy to protect against disclosure.

“**VISTRACKS Trademarks**” means any name, logo and trademark of VISTRACKS used by VISTRACKS to identify itself or any VISTRACKS products or services that VISTRACKS licenses to You under this Agreement.

“**Personal Information**” means any information that can be used to identify an individual and is not otherwise publicly available. Such information may include, for example, an individual’s first and last name combined with his or her email address, mobile telephone number or credit card account information.

“**Server**” means the server or servers as designated by Cartasite or VISTRACKS from time to time through which Cartasite or VISTRACKS provides the Services in accordance with this Agreement.

“**Services**” shall mean all services associated with DOT Hours of Service (E-Logs), Mobile Work Orders, Devices including all hosting and maintenance of the Hours of Service application on Cartasite, VISTRACKS or VISTRACKS designated service provider Servers pursuant to the terms and conditions of this Agreement and any additional services or add-on options You choose. As used in this Agreement, Cartasite and VISTRACKS includes Cartasite, VISTRACKS and all of Cartasite’s and VISTRACKS’ designated service providers.

“**Sub-Account Holder(s)**” means the individual(s) properly and validly authorized by a Licensee to use the Services ordered by the Licensee to track or monitor a user in accordance with the terms and conditions set forth in this Agreement.

“**Territory**” means the United States of America, or such other designated area approved by VISTRACKS applicable to your Services.



2. ORDERS

2.1 The terms and conditions of this Agreement will control all orders Services. Subject to the terms and conditions of this Agreement Cartasite and VISTRACKS agree to provide access to the App in accordance with the first order you submit.

3. ACCESS TO App RESTRICTIONS ON USE & LICENSES

3.1 Access to the App. During the term of this Agreement and subject to the terms and conditions herein, Cartasite and VISTRACKS hereby grant You a limited, non-exclusive, non-transferable, royalty-bearing license solely to access the App.

3.2 Use by Sub-Account Holders. Licensee may authorize other individuals (“Sub-Account Holders”) to use the Devices and Services ordered by the Licensee under this Agreement. In such cases, Licensee shall ensure that such Sub-Account Holders use the Devices and Services in a manner that complies with all applicable laws and this Agreement. Licensee is solely responsible for such Sub-Account Holders’ usage of the Devices and Services. Licensee agrees to require each Sub-Account Holder using Licensee’s account to comply with the obligations set forth in this Agreement, including, without limitation, the restrictions contained in Section 3.3.

3.3 Restrictions on Use; No Modification. You, your Sub-Account Holders and Monitored Users shall not engage in any of the following acts (individually, a “Prohibited Act”, and collectively, “Prohibited Acts”): (i) willfully tamper with the security of any Cartasite’s or VISTRACKS’ Devices or Services; (ii) access data not associated with your account via Cartasite’s or VISTRACKS’ Devices or Services; (iii) log into an unauthorized server or another non-Licensee VISTRACKS account without authorization; (iv) attempt to probe, scan or test the vulnerability of any Services or to breach VISTRACKS security or authentication measures without proper authorization; (v) willfully render any part of VISTRACKS’ Services unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of any VISTRACKS’ Services; (vii) modify, translate, or create derivative works based on any VISTRACKS’ Services; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any VISTRACKS’ Services or make any VISTRACKS’ Services available to a third-party other than as contemplated in this Agreement; (ix) use any VISTRACKS’ Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of VISTRACKS’ Services without VISTRACKS’ prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on any VISTRACKS’ website(s) or in association with its Services; (xii) create any link to VISTRACKS’ website(s) or frame or mirror any content contained or accessible from VISTRACKS’ website(s); or (xiii) use any data or information obtained through the use of the VISTRACKS’ Devices for any unlawful purpose or in violation of any applicable law (including, without limitation, data protection and privacy laws). Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

3.4 Firmware License. Each Device provided by Cartasite or VISTRACKS may contain firmware developed and owned, or otherwise authorized to be used by Cartasite or VISTRACKS. For firmware developed and owned, or otherwise authorized to be used by Cartasite or VISTRACKS, Cartasite and VISTRACKS hereby grant You a limited, non-exclusive, non-transferable, royalty-free license, for the Term, to use the firmware on each Device. VISTRACKS shall retain all rights to the firmware contained on each Device. The license granted herein shall be deemed to be in effect upon delivery of each Device.

3.5 Ownership. You acknowledge that, as between You, your Sub-Account Holders, Cartasite and VISTRACKS, all right, title and interest in any software, Devices, or firmware provided under this Agreement, and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to VISTRACKS or Cartasite. This Agreement does not provide You with title or ownership of any Services, any software, Devices, or firmware provided under this Agreement, but only the rights specified in this Agreement.

4. SERVICES

4.1 Availability of Services. Subject to the terms and conditions of this Agreement, VISTRACKS shall use commercially reasonable efforts to make the Services available for twenty-four (24) hours a day, seven (7) days a week. You agree that from time to time the Services may be inaccessible or inoperable for reasons beyond the control of VISTRACKS including, but not limited to: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which VISTRACKS may undertake; or, (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You shall not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services. You agree that neither Cartasite nor VISTRACKS has control of availability of Services on a continuous or uninterrupted basis. Neither Cartasite nor VISTRACKS does not guarantee any specific response rate (bandwidth). Any unavailability of the Services will be relayed to you as soon as possible.

4.2 Security. VISTRACKS shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of APP and any databases or other sensitive material; and, either Cartasite or VISTRACKS shall notify You of any known security breaches to its systems that are reasonably likely to adversely affect You or your account, in accordance with applicable law.

4.3 VISTRACKS APP Support. Licensee technical support for problems with the APP, as well as Billing and any other general questions, will be provided by VISTRACKS or VISTRACKS' authorized resellers during reasonable and designated business hours Monday-Friday (excluding U.S. federal holidays). Support hours and contact numbers are listed in your product user manual.

5. LICENSEE DATA

5.1 VISTRACKS's Use of Customer Data. VISTRACKS collects Personal Information and non-personal information about its Licensees and Sub-Account Holders (collectively, "Customer Data") in order to: (i) provide the Services; (ii) provide customer and technical support; and, (iii) for other business-related purposes, such as billing, marketing, and new service offerings, introductions and sales. VISTRACKS may remove from your data any personal or location-based information and combine such anonymous data with that of others in order to create "Aggregate Information." VISTRACKS may use and sell Aggregate Data, including analyzing how Customers use the Services and determining ways in which VISTRACKS can improve the Services. If You have provided your contact information, VISTRACKS may contact You for marketing purposes by various means, including but not limited to regular mail, email or telephone. When You activate a Cartasite or VISTRACKS account, You expressly consent to receive marketing communications via direct mail, email (at the email address you provided when activating your account), telephone (at the number you provided when activating your account), text messages (if you provided a wireless telephone number), instant messages or other communications methods. You may opt out of receiving one or more of these types of marketing communications at any time by contacting customer service.

5.2 Retention of Customer Data. Customer Data will be retained as long as there exists a legitimate business need to do so. For example, VISTRACKS may retain Customer Data for the duration of a dispute with VISTRACKS. Location Data will be retained for each Licensee for a period that VISTRACKS will decide in its sole discretion, and shall be made available to law enforcement and other government agencies pursuant to legally valid requests for such information.

6. LICENSEE RESPONSIBILITIES

6.1 Use of Services. You acknowledge and agree that You will not use the Services to: (i) Track and/or Monitor any individual in violation of applicable laws; (ii) send spam or otherwise unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (iii) send messages to any email lists, distribution lists, newsgroups, or spam email addresses; or, (iv) send or store material containing malicious code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. You agree to report immediately to Cartasite and



VISTRACKS, and to use Your best efforts to stop immediately, any violation of the terms and conditions set forth in this Section or any of VISTRACKS's other published policies, including but not limited to any privacy policies (collectively, "Policies") that may be issued from time to time, all of which are incorporated herein by reference. In the event of any suspected violation of the terms, conditions and restrictions set forth in this Section or any VISTRACKS Policies, Cartasite or VISTRACKS may immediately disable your access to App and suspend its provision of such Services.

6.2 Consents. You be responsible for obtaining the necessary legal consent(s) from those Monitored Users who are being tracked and/or Monitored by Your use and Your Sub-Account Holders' uses of the Device(s) and shall authorize the tracking and/or monitoring of such Device(s) by Cartasite, VISTRACKS or any of its subcontractors. If a Monitored User is a minor, You acknowledge that You and/or Your Sub-Account Holder have lawful guardianship over such minor and You further acknowledge that You and/or Your Sub-Account Holder have the legal right to lawfully monitor a user in the location or locations where the Device(s) is used. The service is not intended to track minor nor to collect information about minor to avoid being in violation of COPPA regulation. You agree to indemnify and hold VISTRACKS its agents, licensees, licensors, and subcontractors harmless from any and all costs and expenses regarding any claim(s) arising from the unauthorized tracking and/or monitoring of the Device(s) by you or your Sub-Account Holders.

7. DISCLAIMER

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7. SLIDINGMENU

Additionally, this Android App makes use of a feature known as "SlidingMenu". By using driveTIME you are also accepting the SlidingMenu license as follows:

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distributed under the License is distributed on an "AS IS" BASIS,
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See the License for the specific language governing permissions and
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APPENDIX B – Data Usage and Actions Voiding Limited Warranty

High Data Usage

Licensee's standard Service Plan for devices using cellular or satellite network communications includes sufficient data usage for typical fleet operations. Licensee acknowledges and agrees that Cartasite may assess high use fees for Licensee's data use in excess of business norms. Customer also acknowledges and agrees that such fixed upper limits may be subject to change at Cartasite's sole discretion.

ROVR & ROVR+ Devices

Devices should not be exposed to constant voltage over 32VDC. Over voltage or over current to the device voids all warranties. Devices should not be subject to transient voltage spikes above ~75VDC. This may occur when "jump starting" a vehicle. Disconnect all hardware before jump starting the vehicle. Overvoltage or over current to the device voids all warranties. Devices should NOT be installed where it will be subject to high-heat conditions, such as, but not limited to, in high sun areas (such as on the top of the dash), or high heat areas (such as in the engine compartment). Exposure to high heat voids all warranties. Non- sealed devices should NOT be installed where they are exposed to water, such as near floorboards or other areas where they may be subject to moisture. Water damage voids all warranties. If Licensee is not sure if the device Licensee is installing is sealed, please contact Cartasite by email at support@cartasite.com or by phone at 1-877-516-9373 or +1-303-865-3140.