

Rocky Mountain Tracking, Inc.  
149 W. Harvard St., Ste. 401, Fort Collins, CO 80525  
Tel: 970.207.1023 Fax: 970-493-5255

## USE AND LIMITED-LICENSE AGREEMENT

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT. SIGNING BELOW INDICATES THAT YOU AND YOUR EMPLOYER (JOINTLY OR SEVERALLY, "YOU" OR "THE CUSTOMER") AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THAT YOU AND YOUR EMPLOYER HAVE ENTERED INTO A LEGALLY BINDING AGREEMENT WITH ROCKY MOUNTAIN TRACKING INCORPORATED. IF YOU ARE USING ANY OF THE SERVICES IDENTIFIED BELOW AND PROVIDED HEREUNDER (THE "SERVICES") ON BEHALF OF THEIR EMPLOYER, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS ON YOUR EMPLOYER'S BEHALF. ROCKY MOUNTAIN TRACKING, INC. PROVIDES THE SERVICE(S) AND OTHER ONLINE RESOURCES ACCESSIBLE VIA ITS WEB SITE TO YOU, SUBJECT TO THESE TERMS. UNLESS EXPLICITLY STATED OTHERWISE, THESE TERMS WILL GOVERN YOUR USE OF ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE CURRENT SERVICE(S) INCLUDING THE RELEASE OF ANY NEW FEATURE SETS. IF YOU OR YOUR EMPLOYER DO NOT AGREE TO THESE TERMS AND CONDITIONS DO NOT SIGN BELOW.

**1. TERMS OF PAYMENT:** The Customer agrees to purchase or license from Rocky Mountain Tracking, Inc. ("RMT" or "the Company"), and Rocky Mountain Tracking agrees to sell or license, to Customer, tracking services as described in the Service Quotation attached hereto ("the Service")

Terms of payment for parts and equipment are 100% down, either paid directly to Rocky Mountain Tracking or financed through a Rocky Mountain Tracking approved financier. All initial amounts due to Rocky Mountain Tracking for the parts and equipment shall be paid in full by the Customer at the time this Agreement is executed. Terms of payment for the monthly Rocky Mountain Tracking services are found in the attached Service Quotation or Lease Agreement as applicable. The Service shall be billed in advance on a monthly basis (If Customer is leasing Equipment and/or Service, then service payments are per terms of lease agreement). Bills for partial month's service will be prorated. Payments containing restrictive endorsements, terms or other statements accompanying any payment shall be ineffective although payment is accepted by Rocky Mountain Tracking. The Customer agrees that the Company shall incur damages, which are difficult to calculate, if the Customer fails to pay any Customer bill by the due date ("Late Payment"). Therefore, for amounts not paid by the due date, the Company may apply, and the Customer agrees to pay, as liquidated damages and not as a penalty, a Late Payment fee per month of 1.5% of the balance carried forward to the next bill or, if less, the highest amount allowed by law. Customer agrees to pay late charges, as and when billed by Rocky Mountain Tracking, on any unpaid delinquent balance in an amount not to exceed the maximum late charge permitted by law. Customer agrees to pay attorney's fees and expenses Rocky Mountain Tracking incurs to collect any delinquent balance. Rocky Mountain Tracking shall have the right to change the payment terms, in writing with 60 days written notice, extended to Customer or cancel the service, in writing with 60 days written notice, if Rocky Mountain Tracking, in its sole discretion, determines the Customer's financial condition or previous payment record warrants such a change. All prices quoted, all orders accepted, and all billings rendered are exclusive of all shipping, federal, state/province and local withholding, excise, sales, use and similar taxes, FCC charges or regulatory fees, or charges imposed by any governmental authority on this transaction. Customer will reimburse Rocky Mountain Tracking for any such tax, fee or charge, at the time of sale or thereafter, that Rocky Mountain Tracking is required to pay.

**2. LICENSE:** In consideration of the payment of the fees set forth in the herein, and unless otherwise agreed upon in a separate partnership document, Rocky Mountain Tracking grants to Customer a nonexclusive, nontransferable, limited license to access the Service(s) to which the Customer subscribes. Such license includes the right to access the Service(s) made available on the Company's website(s). The Customer may not copy, download, store, publish, transmit, transfer, sell, or otherwise use the Service(s) except as expressly permitted by these terms. The Customer may not sell, rent, lease, lend, time-share, or transfer any right to use the Service(s) to any third party. The Customer may not store the results derived from their use of the Service(s) for the purpose of creating a value-added software application to resell, license, or otherwise to distribute to third parties.

**3. WARRANTIES:** The Customer Expressly Understands and Agrees that: the Customer's use of the Service is at their sole risk. The service is provided on an "as is" and "as available" basis. Rocky Mountain Tracking expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, with the exception of the Limited Warranty for the Rocky Mountain Tracking Tracking Device. Rocky Mountain Tracking makes no warranty that: The service will meet your requirements; The service will be uninterrupted, timely, secure, or error-free; The results that may be obtained from the use of the service will be accurate or reliable; The quality of any products services, information, or other material purchased or obtained by you through the service will meet your expectations; and Any errors in the software will be corrected.

Rocky Mountain Tracking warrants to the Customer only that the Rocky Mountain Tracking Tracking Device(s) purchased to enable the Company's Service will be free from defects in workmanship and materials ("Limited Warranty") according to the original manufacturer's warranty.

This Limited Warranty does not apply to normal wear and tear and does not cover repair or replacement of Rocky Mountain Tracking Tracking Device(s) damaged by tampering, misuse, accident, abuse, neglect, inadequate installation, misapplication, alteration of any kind, disaster or defects due to repairs or modifications made by anyone other than Rocky Mountain Tracking or its authorized service representative. In addition, this Limited Warranty does not apply to physical damage of any nature whatsoever to the Rocky Mountain Tracking Tracking Device(s). The Rocky Mountain Tracking Tracking Device does not contain any end user serviceable parts, therefore any opening or attempted opening of the products shall constitute a breach of this Agreement by the Customer. Before returning any Rocky Mountain Tracking Tracking Device(s) under this Limited Warranty, the Customer must call the place of purchase or Rocky Mountain Tracking Customer Service at (970) 207-1023. Rocky Mountain Tracking or authorized stocking Dealer, at its discretion, will

Initials \_\_\_\_\_

repair or replace the Rocky Mountain Tracking Tracking Device(s) in accordance with the terms of this Limited Warranty and send it back to the location of your choice. All returns not covered in Limited Warranty of the Rocky Mountain Tracking Tracking Device(s) and related accessories are

subject to a restocking fee of 30%. The Company's Return Policy is defined in Section 9 of this Agreement.

REPAIR OR REPLACEMENT BY ROCKY MOUNTAIN TRACKING STATED ABOVE IS YOUR EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. ROCKY MOUNTAIN TRACKING SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR BREACH OF THIS LIMITED WARRANTY. ROCKY MOUNTAIN TRACKING DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, SPECIFICATION OR SAMPLE. ANY SOFTWARE PROVIDED WITH THE ROCKY MOUNTAIN TRACKING TRACKING DEVICE(S) IS PROVIDED "AS IS" WITHOUT WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES MAY NOT ALLOW LIMITATION OF THE DURATION OF WARRANTY, OR THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

The Company warrants, for the Customer's benefit alone, that the Internet-based application conforms in all material respects to the specifications for the current version of the application. Rocky Mountain Tracking has no control over Internet performance or access, the Global Positioning System (GPS) satellite network and the Wireless Data networks that Rocky Mountain Tracking utilizes and therefore disclaims all performance warranties related to these services. Under some transient conditions (e.g. the mobile assets pass under bridges, through tunnels, etc.) erroneous data, such as speed, location, direction or operational status, may be transmitted. The Customer acknowledges that, as with any maps or driving directions, Customer should always recheck directions and driving conditions for accuracy and confirm that the road still exists, be aware of construction and other hazards and follow all safety precautions and law, the products and services are to be used only as an aid in planning. Rocky Mountain Tracking provides technical support via email between the hours of 8:00 AM MST until 5:00 PM MST Monday through Friday excluding standard American holidays. Email support questions may be submitted via the online tracking interface. Rocky Mountain Tracking will use its best efforts to reply via email in a timely fashion.

**4. USER ACKNOWLEDGEMENTS:** The Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to Customer through Rocky Mountain Tracking, Inc. or its' merchants ("Content") is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

**5. LIMITATION OF LIABILITY & IDEMNITY:** The Customer indemnifies Rocky Mountain Tracking against any personal injury or loss of life to any person or damage to property, whichever may occur. The Customer agrees to indemnify and hold Rocky Mountain Tracking and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of your use of the Service, your connection to the Service, your violation of the terms of Service, or your violation of any rights of another.

ROCKY MOUNTAIN TRACKING'S TOTAL LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCE LIABILITY) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS USE AND LIMITED-LICENSE AGREEMENT OR USE OF ANY ROCKY MOUNTAIN TRACKING'S TRACKING DEVICE(S) OR SOFTWARE SHALL NOT EXCEED THE PRICE PAID TO ROCKY MOUNTAIN TRACKING'S ALLOCABLE TO THE ROCKY MOUNTAIN TRACKING'S TRACKING DEVICE(S) WHICH GIVE RISE TO THE CLAIM. IN NO EVENT SHALL ROCKY MOUNTAIN TRACKING BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF THE ROCKY MOUNTAIN TRACKING'S TRACKING DEVICES, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS FOR SUCH DAMAGES, EVEN IF ROCKY MOUNTAIN TRACKING KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ROCKY MOUNTAIN TRACKING SHALL HAVE NO LIABILITY WHATSOEVER TO THE CUSTOMER FOR THE CLAIMS OF PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT AND/OR MISAPPROPRIATION OF TRADE SECRETS, MADE AGAINST THE CUSTOMER IN CONNECTION WITH THE CUSTOMER'S PURCHASE AND/OR USE OF THE ROCKY MOUNTAIN TRACKING'S TRACKING DEVICE(S), OR SOFTWARE.

Customer's sole remedies for loss or damage, whether direct or indirect, caused by partial or total failure, inability to use or nonperformance of the Software, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, shall be as set forth in this USE AND LIMITED LICENSE AGREEMENT.

**6. TERMS OF USE:** You agree to not use the service to: Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange; harm minors in any way; impersonate any person or entity, including, but not limited to, a Rocky Mountain Tracking, Inc. official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; "Stalk" or otherwise harass another; or Collect or store personal data about other users. You understand that the technical processing and transmission of the Service, including your Content, may involve: Transmissions over various networks; and Changes to conform and adapt to technical requirements of connecting networks or devices. You acknowledge and agree that Rocky Mountain Tracking, Inc. may preserve Content and may also disclose Content if required to do so

by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: Comply with legal process; Enforce the

Initials \_\_\_\_\_

terms of Service; Respond to claims that any Content violates the rights of third-parties; Protect the rights, property, or personal safety of Rocky Mountain Tracking, Inc. users and the public.

**7. TITLE:** Title (and right of possession without legal process) to the Rocky Mountain Tracking Tracking Device(s) sold to Customer hereunder shall remain with Rocky Mountain Tracking or authorized stocking Dealer until the total of all payments due hereunder shall have been made. Customer agrees to do all acts necessary to maintain Rocky Mountain Tracking's title and to perfect a security interest in favor of Rocky Mountain Tracking or authorized stocking Dealer in the Rocky Mountain Tracking Tracking Device(s).

**8. DELIVERY AND RISK OF LOSS:** Any shipping dates are approximate and are based upon prompt receipt of all necessary information. Rocky Mountain Tracking or authorized stocking Dealers will use reasonable efforts to meet the delivery dates requested by Customer; however, Rocky Mountain Tracking will have no liability whatsoever for delays in delivery for any reason. Rocky Mountain Tracking or authorized stocking Dealer reserves the right, in its sole discretion, to allocate hardware product shipments among all of Rocky Mountain Tracking's or authorized stocking Dealer's Customers. Hardware products held for Customer shall be at Customer's risk and expense. Unless otherwise specified by Rocky Mountain Tracking, delivery will be made F.O.B. point of shipment to Customer. Risk of loss passes to Customer upon delivery to the carrier.

**9. RETURN POLICY:** A Rocky Mountain Tracking Tracking Device purchased by the Customer may be returned in good working condition to the place of purchase with valid receipt of purchase within seven (7) calendar days from the date of purchase for a refund, in accordance with the Rocky Mountain Tracking Return Policy or authorized stocking Dealer Return Policy in effect at the time of purchase. All hardware product returns to the Company or authorized stocking Dealer are subject to a 30% restocking fee.

**10. TERM OF AGREEMENT:** This Agreement shall have a term as described on your tracking device activation form or Lease Agreement as applicable. (If Customer is leasing Equipment and Service, then term of agreement is per terms of leasing agreement.). After 1 year, unless otherwise described in the Service Quotation, a Customer may cancel this Agreement with thirty-one (31) days written notice ("Termination Notice"). Following the receipt of the Termination Notice by the Company, the Customer shall be responsible for payment of the thirty one (31) days of service. The Company may terminate this Agreement any time by giving the Customer 31 Days notice.

The Customer agrees to return to Rocky Mountain Tracking any property, documentation, records, or confidential information belonging to Rocky Mountain Tracking upon termination of this Agreement.

**11. EXPORTS:** Customer will not export the Rocky Mountain Tracking Tracking Device, directly or indirectly, from the United States of America.

**12. ASSIGNMENT:** The Company may assign in whole or in part its rights or duties under this Agreement without prior notice to the Customer and upon such assignment the Company shall be released from all liability hereunder. The provisions of this Agreement are for the benefit of the parties hereto and not for any other entity. The delegation or assignment by Customer of any or all of its duties or rights hereunder without Rocky Mountain Tracking's prior written consent shall terminate this Agreement and the Customer shall be subject to all Cancellation Fees and penalties outlined in Section 8 of this Agreement.

**13. GENERAL:** This USE AND LIMITED LICENSE AGREEMENT shall be governed by the laws of the State of Colorado. The invalidity, in whole or in part, of any section or paragraph of this USE AND LIMITED LICENSE AGREEMENT shall not affect the validity of the remainder of such section or paragraph. The failure of either party to enforce at any time any of the provisions of this USE AND LIMITED LICENSE AGREEMENT shall not constitute or be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions. The terms and conditions of this USE AND LIMITED LICENSE AGREEMENT that by their sense and context are intended to survive the performance by Rocky Mountain Tracking and/or Customer shall survive completion of performance or termination of this USE AND LIMITED LICENSE AGREEMENT. Customer is solely responsible for complying with any orders, rules and regulations of the Federal Communications Commission, or any other Federal, State or local governmental authority, applicable to the purchase, installation and operation of the products and/or Services. The provisions of this USE AND LIMITED LICENSE AGREEMENT are for the benefit of Rocky Mountain Tracking and the Customer and not for any other person. The delegation or assignment by Customer of any or all of its duties or rights hereunder without Rocky Mountain Tracking's prior written consent shall be void. Rocky Mountain Tracking shall not be deemed in default hereof for delay, failure in performance or loss or damage due to any of the following force majeure conditions; fire, strike, embargo, explosion, power irregularities, earthquake, nuclear accident, volcanic action, flood, war, water, the elements, labor disputes, civil disturbances, government requirement, civil or military authority, acts of God or public enemy, inability to secure products or transportation facilities, acts or omissions of common carriers or other causes beyond their reasonable control whether or not similar to the foregoing.

This USE AND LIMITED LICENSE AGREEMENT constitutes the entire understanding between Customer and Rocky Mountain Tracking concerning the purchase of the Company's Service as it relates to the Rocky Mountain Tracking Tracking Device(s) unless superseded by terms laid out in any Rocky Mountain Tracking Global Alliance Partner Agreements. Any prior or contemporaneous written or oral representation, promise, understanding, proposal, agreement, USE AND LIMITED LICENSE AGREEMENT, warranty, course of dealing or trade usage not expressly contained or referenced herein are superseded by the terms hereof and shall not be binding on Rocky Mountain Tracking unless agreed to in writing by an authorized representative of Rocky Mountain Tracking at Rocky Mountain Tracking's headquarters in Fort Collins, Colorado. Any modification or waiver of any provision of this USE AND LIMITED LICENSE AGREEMENT must be in writing and signed by authorized representatives of both parties. Rocky Mountain Tracking does not assume and hereby expressly disclaims any obligations or liabilities in connection with the sale of products other than those expressly stated in this USE AND LIMITED LICENSE AGREEMENT, and does not authorize any person (including Rocky Mountain Tracking's representatives and authorized Dealers) to assume for Rocky Mountain Tracking any other obligations or liabilities.

Customer agrees that the Company's Service, as specified herein, is to be used only for the purposes of determining the speed, location,

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direction or operational status of the mobile assets for which the Service and the Rocky Mountain Tracking Tracking Device(s) was acquired. Any use of the Service and the Rocky Mountain Tracking Tracking Device(s) other than for determining the speed, location, direction or operational status of the mobile assets shall be deemed a material breach of this USE AND LIMITED LICENSE AGREEMENT and Customer is subject to fees and penalties or cancellation of service.

In the event that the Customer receives the Company's Service and Rocky Mountain Tracking Tracking Device(s) under a trial arrangement, the Customer shall be liable for all costs associated with repair or replacement of the Rocky Mountain Tracking Tracking Device(s) due to: loss, damage by misuse, accident, abuse, neglect, misapplication, alteration of any kind, defects due to repairs or modifications made by anyone other than Rocky Mountain Tracking or its authorized service representative and physical damage of any nature whatsoever to the surface of the display. Customer agrees that the Rocky Mountain Tracking Tracking Device(s) received under a trial arrangement shall be returned to place of purchase in the same condition as when they were provided to the Customer. This USE AND LIMITED LICENSE AGREEMENT shall be subject to review and acceptance by an officer of Rocky Mountain Tracking, Inc. in its exclusive discretion.

**14. PRIVACY POLICY:** In order to improve the Company's web site and to better tailor it to meet its Customers needs, the Company gathers certain types of information about its Customers to improve marketing and promotional efforts, to statistically analyze site usage, to improve content

and product offerings and to customize the Company's web site content, layout, and services. This may include personal information such as Email addresses, and aggregate information such as the number of "hits" the Company's web site receives in a day.

The Company may use some of this information to deliver helpful information to its Customers, which may include new services and advertising and promotions that are targeted to its Customer's personal interests. In addition, the Company may use a Customer's Email address, and phone number to contact him or her regarding administrative notices, new product offerings, and communications relevant to the use of the web site. However, a Customer may elect not to receive some of this information by notifying the Company via Email or by telephone at (970) 207-1023. The Company may use information learned about its Customers through the service and web site to resolve disputes, to troubleshoot problems, and to enforce the Company's USE AND LIMITED LICENSE AGREEMENT. In order to protect the Company's Customers, the service, and the web site, the Company may evaluate Customer information for security and other purposes, such as checking for multiple User IDs or aliases. Rocky Mountain Tracking, Inc. may disclose personal information if such information is subpoenaed, or if Rocky Mountain Tracking, Inc. believes a Customer is using the service or web site to commit unlawful acts or acts that endanger the health, safety, or welfare of another user or the general public. In addition, the Company may be required to disclose information to the government or third parties under certain circumstances involving illegal acts, for example, in the unlikely event that unauthorized third parties unlawfully intercept or access transmissions or private communications. Further, by signing this document contained within the Rocky Mountain Tracking USE AND LIMITED LICENSE AGREEMENT, the Customer authorizes the Company to disclose any information about the Customer to law enforcement or other government officials as the Company, in its sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or Other activity that is illegal or may expose the Company to legal liability. Also, by signing the USE AND LIMITED LICENSE AGREEMENT, the Customer authorizes the Company to disclose their User ID, name, street address, city, state, zip code, country, phone number, Email, and company as Rocky Mountain Tracking, Inc., in its sole discretion, believes necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

The Company does not sell or rent any personally identifiable information about its Customers to any third party. The Company does aggregate personally identifiable information and may disclose such aggregate information to advertisers or other parties for marketing and promotional purposes. The Company does not disclose to these entities any information that could be used to personally identify a Customer and the Customer's credit card number and/or bank account number. Unless specifically instructed in writing by a Customer, the Company shall maintain Customer data generated by the Company's service for a period of time not less than three (3) months and not more than four (4) months.

**15. ARBITRATION AGREEMENT:** In the event of a dispute between the customer arising out of or relating to this Agreement, whether by virtue of contract, tort, or otherwise, including but not limited to the interpretation of the terms and conditions of this Agreement, the making of the Agreement, or breach of any provision of this Agreement, Rocky Mountain Tracking and the Customer hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with the rules and requirements of the American Arbitration Association and the judgment upon award may be entered in any court having jurisdiction thereof in accordance with said Rules. The seat of arbitration shall be Fort Collins, Colorado, USA. The procedural law of this place shall apply where the Rules are silent. The arbitration proceedings shall be conducted in English. Rocky Mountain Tracking and the Customer expressly agree that the Federal Arbitration Act (FAA), 9 U.S.C.S. 1 et. seq., controls any dispute arising out of this action. Rocky Mountain Tracking and the Customer acknowledge and understand that by agreeing to submit their dispute to binding arbitration they are effectively waiving their right to trial by jury as a means of resolving disputes. Furthermore, Rocky Mountain Tracking and the Customer acknowledge that they desire to arbitrate any dispute arising from this Agreement in an effort to resolve such dispute(s) quickly and avoid the cost of litigation. Judgment upon such arbitration award maybe entered in any court having jurisdiction. Each party shall be responsible for paying any attorney's fees, expert witness' fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fee and one half of any expenses incurred by the arbitrator, unless otherwise agreed by the parties or ordered by the arbitrator, and award shall access the arbitrator's fee and expenses accordingly. Rocky Mountain Tracking and the Customer expressly agree and affirm that the subject matter of this contract involves a substantial impact upon interstate commerce, both in this individual transaction and in its aggregate impact.

**16. ENTIRE AGREEMENT:** There are no representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed herein.

**17. NOTICE:** All communications arising from the terms of this Agreement will be made in writing and served personally, by registered mail, or by email. The Addresses for any communications to be delivered to the parties as appear on the letterhead or to such other addresses as to the parties may agree.

Initials \_\_\_\_\_

**18. ADDITIONAL SERVICES:** In addition to the aforementioned Services the Company and Customer may agree upon other services from time to time. The Company will provide Customer with a cost estimate for additional engineering or other costs required to implement capabilities outside the scope of those specified herein. With regard to activating and supporting additional tracking units, such activation can be initiated by purchase order. Rocky Mountain Tracking will not initiate additional services without written consent of Customer.

I, \_\_\_\_\_, duly execute this USE AND LIMITED LICENSE AGREEMENT this \_\_\_\_\_  
(print name)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signature

3/10/09