

## TERMS OF SERVICE

**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 (aka NavIQ Mobile) service. 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.

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.

**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 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 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 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 these terms and conditions.

**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 acknowledge and agree that Rocky Mountain Tracking, Inc. will not be held responsible for any costs associated with data usage through text, data, or voice messages necessary for the device or phone to communicate with the customer's network communications (aka cellular phone provider or carrier) provider. 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 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.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_