

LBX COMPANY, LLC

REMOTECARE TELEMATIC SYSTEM SUBSCRIPTION AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY.

This Agreement ("Agreement") constitutes a binding legal contract between you, the ("Customer"), and the LBX Company LLC ("Company"). The "Customer" refers to a person, company or other legal entity entering into this agreement using the RemoteCARE "Service" and who employs or authorizes any "User" to use the "Service" on its behalf and owns the equipment associated with RemoteCARE. Furthermore this agreement provides complete terms and conditions governing the use of the RemoteCARE Telematics System, which includes, but is not limited to, the Controller ("Controller S"), the RemoteCARE Software ("Software"), the antenna and cabling, the RemoteCARE Website or at any other such Internet address as Company may designate from time to time. If at any time the Customer is unable or unwilling to comply with any of the terms contained herein, Customer must discontinue use of the System and notify Company. This Agreement is between only Customer and Company, and no third party has the authority to alter, amend, revise, supplement, or otherwise change this Agreement. This Agreement is effective as of the date of execution ("Effective Date").

1. Additional Consent and Limited Use. By clicking "Login" on the RemoteCARE site or signing a consent form, as may be provided by Company, Customer agrees to abide by all laws and regulations applicable in Customer's jurisdiction. Customer further agrees to be bound by all terms and conditions of this Agreement and assumes responsibility for any use of the System by Customer, Customer's employees, or Customer's authorized agents. Customer agrees that Customer's employees and authorized agents will also abide by all terms and conditions of this Agreement and that Customer's employees and authorized agents will use the System in compliance with all applicable laws and regulations in Customer's jurisdiction.

2. Administration of Controller S. The RemoteCARE system shall be distributed through LBX Company LLC or authorized Dealers only. Customer shall, upon Customer's desire to use the System, activate a Controller, which will allow for the collection and transfer of data pursuant to this Agreement. Each Controller activated by Customer requires a separate Agreement before use of the Controller and System may commence.

3. Term and Termination.

3.1 Term. This Agreement shall begin on the Effective Date and shall continue for a term of three (3) years ("Initial Term"), unless otherwise stated below in Section 3.2. If Customer or Company has not activated the Controller S within the Initial Term, then this Agreement will terminate at the end of the Initial Term. If, however, the Customer or Company has activated the Controller S within the Initial Term, then this Agreement will continue for a term agreed upon by Customer and Company in writing before entering this Agreement ("Subscription Period"). The Subscription Period shall end upon the earlier of the expiration of (i) the term agreed upon by Customer and Company, or (ii) any other termination of this Agreement.

3.2 Termination. Upon the occurrence of the following events, this Agreement shall terminate immediately: (i) Customer sells or transfers the equipment on which any components of the System are installed; or (ii) Company determines, in its sole discretion, that this Agreement should be terminated. In the event of any of the following, Company shall deem Customer's actions a default and breach of this Agreement, and the Company may terminate this agreement upon written notice to Customer; however, if a default described in parts i, ii, iii, or iv is capable of remedy, then Company, in its sole discretion, may notify Customer of the remedy and Customer shall have thirty (30) days to remedy such default: (i) any failure by Customer to pay all sums due under this Agreement when due; (ii) Customer's unauthorized disclosure or use of the System for any purpose not authorized by Company; (iii) Company's determination that an assignment by Customer to a third party is invalid, incomplete or unenforceable; (iv) Customer's performance of or failure to perform any event which would constitute a default or breach by Customer of any agreement, including but not limited to this Agreement, between Customer and the Company; or (v) Customer's commencement of any winding-up, liquidation, dissolution, bankruptcy, sale of substantially all of the Customer's assets, sale of Customer's business or insolvency proceedings. Customer may terminate this Agreement immediately in the event of any material default under this Agreement by Company, provided, however, that if the default may be remedied, Company must first be provided with written notice demanding the remedy of the default within thirty (30) days and be given the opportunity to remedy the default by the expiration of that period.

3.3 Termination for Convenience by Company. Company may terminate this Agreement at its sole discretion upon thirty (30) days' notice to Customer. If such termination is for the purpose of compliance with applicable laws, regulations, or court orders, then upon such termination, Company will not be responsible for reimbursing Customer for any portion of any System fees paid

by Customer to Company. If such termination is not for the purpose of compliance with applicable laws, regulations, or court orders, then upon such termination, Company shall pay Customer a prorated amount to reimburse Customer for any System fees paid in advance by Customer to Company. Company's sole liability to Customer for any such termination for convenience will be reimbursement as described above, only to the extent permitted under applicable law.

3.4 Termination for Convenience by Customer. Customer may terminate this Agreement at its sole discretion upon thirty (30) days' notice to Company. Upon any termination of this Agreement under this Section 3.4, Customer will not be entitled to any refund of any fees paid by Customer for the System. Further, Customer will be denied access to the System, including, but not limited to, the Web Capabilities.

4. System Content

4.1 Description of System. The System includes, but is not limited to, wireless data transfer, remote display access, RemoteCARE Services, and any other capabilities as described in Company's standard product documentation. Any Web Capabilities provided by Company will provide Customer or Customer's employees or authorized agents, with the ability to access and manage data that has been obtained by the Controller S and stored on the Company servers. The System also provides Customer and Customer's employees and authorized agents with the ability to access and use data and management services, including services that allow for the collection, management and transfer of data, and provide machine location, usage, diagnostics, remote servicing and software updates. Data is transmitted from Controller S via satellite to the servers through the use of a satellite based provider. This Agreement does not include any services that may be offered by any Underlying Provider other than those used by Company. Customer and Company agree that the System is provided "AS-IS" and that the Company is not responsible for the accuracy, precision, deletion, malfunction of storage, or timeliness of any Customer data.

Customer and User also acknowledge and agree that the Service provided under this agreement may experience periods of interruption and the LBX Company LLC shall have no liability with respect thereto and neither Customer nor User will be entitled to any recourse or compensation.

Company shall use this Service to process only Customer data with respect to equipment that the Customer owns, rents, leases or operates. In the event such equipment is used by third parties whether through rental, lease or otherwise Customer will agree to provide notification to the third party that the equipment is subject to the RemoteCARE Service.

4.2 Use of RemoteCARE Website. Customer will have, during the term of this Agreement, use of and access to the RemoteCARE Website, which is controlled and managed by Company. Company will provide Customer with user name(s) and password(s), which will allow Customer to access the RemoteCARE Web Site. Customer is responsible for controlling the access to and use of such user name(s) and password(s). Further, Customer agrees not to (i) allow any third party to access or use the RemoteCARE system using the Customer's user name(s) and/or password(s), or (ii) transfer or assign access to or use of RemoteCARE except as set forth in Section 17 of this Agreement. Only after a third party creates a profile and is granted a user name or password may Customer provide access to that third party. Customer assumes full responsibility for any and all actions of such third party with respect to the System. Use of the RemoteCARE Service requires Customer to have a computer, be able to contract with an Internet Service Provider, ISP (connection fees are customer responsibility), and be able to connect to the Internet. Customer is responsible for maintaining access to the Service. Any such connection, computer, or ISP must meet or exceed the specifications or minimum requirements, if any, that are published by Company. Customer's choice of an ISP is its sole responsibility and Customer is responsible for any Internet communications link between Customer's computer and Company's servers. Accordingly, Company is not responsible for the choice of the ISP for Customer or for any Internet communications link between Customer's computer and Company's servers. Company is not responsible for providing backup for Customer's access to RemoteCARE Website if the ISP or Internet fails. Further, Company will not have any liability for any breaks in or interruption of the RemoteCARE Website resulting from a failure of the ISP or Internet. In addition to this Agreement, Customer may be required to accept and agree to additional terms and conditions presented by Company, from time to time.

4.3 Activation of Service. Use of the Controller S requires activation by the Company. Typically, activation will have been performed prior to Customer receiving machine. Controller S will remain activated during the entire Subscription Period. A Dealer may also activate the Controller S at the direction of and on behalf of the Company. Upon expiration of the Subscription Period, Company will cease providing the Services to Customer until Customer executes an additional RemoteCARE System Subscription Agreement. Company and Customer agree that this Agreement does not automatically renew. If, at the time of purchase, activation, or renewal of an additional Subscription

Period, any different or additional terms and/or conditions are presented to Customer by Company, Customer must accept such terms and/or conditions before the additional Subscription Period will commence. Any terms presented at the time of purchase, activation or renewal of an additional Subscription Period shall prevail over the terms and conditions of this Agreement, if there is a conflict between such terms and/or conditions and this Agreement. The Controller S may be assigned a unique satellite communication code, and Customer acknowledges that Customer does not have any property rights in such code. Customer further acknowledges that Company may change or reassign such unique satellite communication code in Company's sole discretion.

4.4 Username and Passwords. Customers shall assign one User as "Customer Administrator". The Customer Administrator shall be responsible for providing additional names of authorized Users to the Company and keeping such information up to date, which includes informing us of Users that are no longer employees or agents of the customer within (1) week of termination of their employment, or termination of relationship with Customer. The Customer Administrator shall provide such information to Company by email or by another method as Company may otherwise request. The Customer shall also notify us by email of any changes in, or the termination of employment of, the Customer Administrator within (3) days of any such change.

4.5 Modification at Any Time. Company may alter, amend, revise, discontinue, supplement or otherwise change any components of the System provided to Customer at any time and without notice. This may include, but is not limited to, new and updated versions or features of the Software and/or System. Any such modifications are subject to the terms and conditions of this Agreement. Company agrees to provide Customer with an e-mail notification, pop-up window or regular mailing indicating such changes, and to provide Customer access to a change notice or new agreement within a reasonable time of the change or modification. If Customer chooses not to accept any of the modifications provided by Company, then Customer shall terminate this Agreement immediately. Termination shall constitute Customer's sole remedy for any such modification of this Agreement. If Customer continues using the System following such notice, then Customer and Company shall deem such use an acceptance of the modification. Customer further agrees that Company shall not be liable to Customer for any alteration, amendment, revision, discontinuation, supplementation, or other change of the components of the System.

4.6 Limitation of Use of System. Company retains the right, at any time and for any reason, to suspend, interrupt, terminate or otherwise change the System, without notice, without any liability arising therefrom. Customer and Company agree that with respect to any suspension, interruption, termination or other change to the System, Customer will not have any right to compensation or recourse related thereto.

4.7 SMS Messaging – Non Applicable

4.8 Warranty RemoteCARE component standard warranty shall be placed in effect as of the purchase date of a system or upon delivery of a machine with system installed. Please contact your Dealer for warranty details.

5. Controller and Software.

5.1 Controller S. All RemoteCARE equipment including Controller cables, antenna, harnesses, or the like, will be referred to herein collectively as Components" Any use of the RemoteCARE system components in connection with any of the other component of the system is governed by this Agreement. If any portion of the Controller S becomes lost, stolen, unserviceable due to damage, or has been misused, or otherwise, Customer must notify Company. Controller S includes an identity module (SIM Card). If customer uses SIM Card for any other purpose than utilizing or accessing the service Company may deactivate the card and bill Customer for usage. As a condition of sale, rental, lease or transfer of the activated Controller S by Customer to any other third party for use with any of the Services described in this Agreement, Customer must require that such third party assume this Agreement as provided in Section 17. Customer agrees that if Customer permits a third party to use Customer's Controller S, then that third party may have access to System Data.

5.2 Software and License. Controller S software, Services software, and any and all other software and / or firmware contains proprietary code of Company or third parties licensed under the terms of this Agreement and may include third-party code separately licensed as more particularly described in any documentation accompanying the Controller S. Company grants to Customer, during the term of this Agreement, the limited, non-exclusive right and revocable license to: (a) download any Company application necessary for Customer to access and use the Software and System; and (b) use any documentation accompanying the System in connection with Customer's access to and use of the Software and System and Customer's receipt of the Software and System.

6. Underlying Network Provider. Customer acknowledges that Company uses an Underlying provider (Satellite Carrier) to provide near real time Services to Customer. In no event shall Underlying Provider, its licensors, Company, or any affiliates of the foregoing be liable to Customer for any incidental, indirect, consequential or special damages. These may include, but are not limited to, any lost profits, lost savings or incidental damages arising from the use or inability to use the Services, even if Underlying Provider, its licensors, Company, or any affiliates of the foregoing have been advised of the possibility of such damages. Customer acknowledges and agrees to the following: (i) Underlying Provider's service to Company is available for use only with Controller S and or other equipment approved and agreed to by Underlying Provider. (ii) the Underlying Provider's service provided to Company may be temporarily interrupted, curtailed, refused or otherwise limited because of Satellite network transmission problems or restrictions caused by any factor. Customer may experience such issues if Customer or Company creates a situation that causes a highly-concentrated usage of the Underlying Provider services in a particular area. Underlying Provider is not liable to Customer for any claim arising out of or in connection with any of the following: (i) any temporary capacity constraint; any gaps in coverage; or (iii) any temporary refusal, interruption, curtailment, restriction or other limitation because of limitations caused by any factor. Customer acknowledges and agrees that Underlying Provider may make modifications, updates, maintenance or other changes to its facilities or operations, equipment, software, procedures or services which may have a significant impact on the service it provides to Customer.

7. System Data and Machine Data. "Machine Data" will mean, for purposes of this Agreement, any data that is generated by the use of, collected by, or stored in any Company machinery, including the Terminal and any hardware or devices interfacing with Company machinery and equipment, along with any other data added to the on-line portion of the Services by Customer. Portions of the Machine Data will be accessible on-line through the Web Capabilities. "System Data" will mean Machine Data collected for purposes of this Agreement and any other agreement between Company and Customer, coupled with any other data added to the on-line portion of the Services by Customer. Company must host, manage, and use the System Data in accordance with the terms of this Agreement.

7.1 Use of and Access to System Data. Company, in Company's sole discretion, may provide access to or use of or discontinue access to or use of System Data to any Dealer. Customer will not be allowed to restrict access of System Data from Company or Dealer. Dealers, which are authorized by Company to access and use Customer's System Data, shall be referred to in this Agreement as "Authorized Dealers." Company may provide such Authorized Dealers with information and data for purposes of providing service to Customer's equipment. Such information and data may include machine diagnostics, remote servicing, and machine component software updates. Customer agrees and acknowledges that Company and Authorized Dealers may use and access System Data for business purposes, notwithstanding any other provisions contained in this Agreement. Customer grants Company and Authorized Dealers permission to access and use such data, including System data for business purposes, including, but not limited to: (i) providing services to Customer, (ii) checking, diagnosing, maintaining, updating or repairing Customer's equipment, enabling Company or third parties to improve Company products, services or components of Company products and services, (iv) helping Customer manage a fleet of equipment, (v) identifying new and different usage types of equipment, (vi) complying with or enforcing legal or contractual equipment, including disclosures to courts or other governmental bodies, in responsible to valid orders, (vii) offering Customer products or services, (viii) complying with requests from Customer, or (ix) disclosing System Data to any third party for purposes of accomplishing (i) through (viii).

7.2 Collection of Data. Customer acknowledges that it has been notified of Company's data collection policies and practices, which are also located at [website]. Customer agrees that Company may use any and all System Data pursuant to the terms of this Agreement or of Company's data collection policies and practices. Customer agrees that System Data may be transferred out of the company in which the System Data is generated, to other geographic locations including the United States of America. If System Data includes personal information, Customer consents to the collection, use and disclosure of such personal information, including, but not limited to, the transfer of personal information to other jurisdictions. Such collection, use, and disclosure of such information will permit Company and Authorized Dealers to access and use System Data as more particularly described in this Agreement. Customer hereby warrants to Company that it has obtained any and all necessary consent, including the transfer of System Data to other jurisdictions, from its employees and/or any other third parties, to comply with all applicable privacy laws or contractual agreements with such third parties or employees and to permit Company and any Authorized Dealer to access and use the System Data as set forth herein. Unless Customer requests removal of Company's access to and use of System Data, as set forth in Section 7.4(b) below, Company will continue to access and use past, current, and future System Data during and after the term and Subscription Period of this Agreement.

7.3 Data Access and Usage Restriction. Customer or Dealer may not restrict Company's or Dealers access to and use of System Data, during Customer's or Dealers subscription to the Services. If Customer or Dealer wish to restrict Company's and or Dealers access to and use of System Data, then Customer or Dealers only remedy is to terminate this Agreement pursuant to Section 10 below, as well as all other agreements between Customer and Company. Company will continue to have access to and use of System Data collected by the System through entire subscription period. If subscription is cancelled Customer or Dealer will not receive information concerning remote machine diagnostics, remote machine servicing or any theft prevention services provided by Company.

7.4 Data Retention Policy. Company will store any and all System Data during the Subscription Period for a minimum of one (1) year from the last date of collection of that unit of System Data, provided such data storage complies with all applicable laws and regulations, unless and until Customer requests removal of Company's access to and use of such System Data. During the term of the Subscription Period, Customer may access any unit for one (1) year following the last date of collection of that unit of System Data. Company has the right, but not the obligation, to store or to delete the System Data indefinitely, at any time upon expiration of the above-stated retention periods, provided such data storage complies with all applicable laws and regulations. Customer acknowledges that any deleted data may not be retrieved or re-created. Further, the Underlying Provider may create call data records ("CDRs") for billing and invoicing purposes, and may retain the CDRs for longer than ninety (90) days, all in accordance with applicable laws and regulations. The most recent position of each Controller S will be stored on the Controller. If Customer transfers ownership of Controller S to another party, Customer may no longer have access to System Data collected after the transfer associated with the transferred Controller S.

8. Customer Conduct.

8.1 Misuse of RemoteCARE Service. Customer agrees not to misuse, be fraudulent, abusive or otherwise, to the System and agrees that Company, in its sole discretion, may cancel or restrict Customer's use of the System for any misuse, either by Customer or Customer's employees or authorized agents, of the System or for any other reason. Customer agrees that it will not misuse the System and further agrees (i) to notify the Company of any misuse of the System, and (ii) to cooperate and assist in any investigation related to such misuse. Customer assumes full responsibility for any and all fees, damages, or other costs arising from any misuse of the System attributable to Customer, Customer's employees, or Customer's authorized agents. Misuse of the System includes, but is not limited to:

1. Interfering, altering, accessing, modifying or otherwise disrupting the communications of and/or data of and/or information about any other customer of Company, any Dealer, Authorized Dealer or any Underlying Provider.
2. Making any unauthorized connection to, tampering with, or rearranging any part of Underlying Provider's network.
3. Attempting, assisting, or attempting to assist another person or entity in performing any of the activities mentioned above in Section 8(1)and/or Section 8(2).
4. Modifying, in any way, any of the radio signals or frequencies used by the Company in providing the System to the Customer or using the Controller in a way that violates applicable laws and/or regulations in the Customer's jurisdiction.
5. Interfering with any other customer's use of the System by interfering with the other customer's ability to receive the System or by interfering with the Company's or Underlying Provider's ability to provide such System.
6. Conveying, by use of the System, any information which is, in the Company's sole opinion, unlawful, threatening, harmful, abusive defamatory, fraudulent, harassing, libelous, obscene, prurient, salacious, racist, invasive of another's privacy, or otherwise offensive, or any information that is copyrighted but not the property of Customer.
7. Using a stolen or otherwise lost Controller to access the System without authorization from the Company.
8. Accessing any component of the System or Underlying Provider's service without permission from the Company.

9. Using any of the components of the System provided by Company to provide any telematics services other than those described in this agreement.
10. Failing to pay, through any use of fraud, scheme, false representation or otherwise false payment method, with the intent to avoid payment for the system provided under this Agreement.
11. Using any component of the System outside of the geographic area authorized for Customer by Company.
12. Allowing or causing a Controller to be installed by anyone other than an employee or authorized agent of Company or Dealer.
13. Using, altering, amending, deleting, destroying, accessing, or in any other way changing any data referred to under this Agreement related to Customer or any other Company customer.
14. Attempting, through use or otherwise, to reverse engineer, create, duplicate, or substitute the System.
15. Using any component of the System to track the location of any person without first getting that person's consent to being tracked by Customer or Company.
16. If Customer's System use includes the use of satellite communication, then using any mechanism with the intent to route to any location other than to Company's satellite communication provider's gateway any and all incoming satellite traffic originating from a public switched telephone network and currently routed to satellite provider's gateway and then forwarded to satellite provider's subscribers and/or using any mechanism to bypass satellite provider gateways for routing calls and/or using any other mechanism or performing any other act that the satellite provider determines, in its sole discretion, to constitute abuse of the network or to cause or have the ability to cause damage to the network.

9. Fees

9.1 Payment of Service Fees. Customer agrees to pay any and all applicable fees related to Customer's, Customer's employees' or Customer's authorized agents' use of the System. Customer agrees to pay such fees by means of a payment method selected by Customer and approved by Company. Such payment method shall be communicated to Company by Customer. Upon Customer's failure to pay any portion of any fees related to the System, and for every month during which such payment remains outstanding, Company may assess Customer a late fee in an amount equal to the lesser of (a) 1.5% per month of the outstanding amount, or (ii) the maximum amount permitted by law. Any and all costs and expenses reasonably incurred by Company in collecting payment from Customer will be deemed an expense of and will be charged to Customer. Such costs and expenses may include, but will not be limited to, court costs, service charges, and attorneys' fees. In the event Customer has received from or been assigned this Agreement by a third party, including Dealers and otherwise, then Customer is responsible for paying System fees to the extent that such third party has not paid, does not pay, or has yet to pay such fees to Company, regardless of whether Customer has provided money or other valid consideration for Agreement.

9.2 Applicable Taxes. The prices and rates associated with the use of the System do not include the use, excise, goods and services, or similar taxes that may be assessed on Customer at any time. Customer is responsible for paying any additional amounts of tax assessed on Customer's use of the System and agrees to reimburse Company up to the net amount the Company would have received had Company not been required to pay any tax withholdings or deductions on behalf of Customer. All taxes will be paid by Customer, except those assessed directly on Company or those related to any licensing fees. Customer agrees to pay tax, whether it is billed to Customer at the time of sale or if it is later billed to Customer.

10. **Security.** Company uses what it believes to be reasonable security measures but is not responsible for any data loss, corruption, exposure, or any damages resulting from a failure, malfunction, or other defect in such security. Customer agrees that Company and Underlying Provider cannot guarantee, in whole or in part, the security or reliability of any wireless transmissions, and that Company and Underlying Provider are not liable for any lack of security or reliability related to the use of the System.

11. **Intellectual Property Rights.** All components of the System except for the Terminal, all information provided by Company to Customer in connection with such System, and any property rights, titles, and interest in and to any and all of the foregoing, including but not limited to copyrights, patents, patentable subject matter, software code, service mark rights, trademark rights, goodwill, trade secrets and any other proprietary rights, are and shall remain the sole property of Company or its licensees. Customer does not and will not own any

interest to any of the components of the System, or rights mentioned above other than as described in this Agreement.

12. Disclaimer of Warranties. Customer agrees that the System is supplied by Company on a good faith efforts basis. Customer also agrees that System failures and interruptions may occur from time to time and are difficult to remedy or assess for resulting damages. Customer agrees to be solely responsible for all risks and costs resulting from its maintenance and development of its business. Further, Customer asserts that it is not a third party beneficiary of any agreement between or including Customer, Company, Dealer, Authorized Dealer or Underlying Provider. Customer agrees that neither Company nor any of its affiliates, or any Underlying Providers or any of their affiliates, will in any event have any liability, including legal liability, equitable liability, or any other liability, to Customer or any third party using the System, regardless of the action or the form of the action. Such actions include, but are not limited to, breach of contract, warranty, negligence, strict liability in tort or otherwise, and include actions for any lost profits, lost savings, incidental damages, inability to use, unavailability of any of the components of the System, delay of System, faultiness or failure of Company's or any Underlying Provider's systems or services, related to the use of the System. Customer further agrees that no liability arises on the part of Company, Dealer, Authorized Dealer, Underlying Provider or any other employee or authorized agent, even if any of the aforementioned individuals have actual or constructive notice of the possibility of damages, or any other direct, indirect, special, incidental or consequential damages, and Customer hereby waives any right to make any claims for such damages. Customer's exclusive remedy for claims arising in any way from this Agreement, including but not limited to any failure or disruption of the System, is limited to \$100.00 U.S. Dollars. Company specifically disclaims the following: (a) warranties of merchantability, fitness for a particular purpose, satisfactory quality, title, and non-infringement; (b) warranties arising from usage in trade or by course of dealing; (c) warranties that the System will meet User's requirements or expectations, will be uninterrupted, timely, secure, and error-free, and will be accompanied by accurate and reliable information; and (d) warranties that Customer information will be kept secure. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions and limitations set forth above may not apply to Customer.

13. Indemnification. Customer shall defend, indemnify, and hold harmless Company, its directors, officers, members, employees, and agents from and against any claims, actions, suits, losses, damages, fines, liabilities, judgments, costs, and expenses, including attorneys' fees and court costs, arising from or relating to: (a) any breach by Customer, or its employees or authorized agents, of any provision of this Agreement; (b) the downloading of, access to, or use of the System or any components thereof by Customer, or its employees or authorized agents; (c) any work performed by Customer or its employees; or (d) any death of or personal injury to any individual(s), any loss of property, any financial loss, or any disruption of services which are claimed to have been or which are, in fact, caused indirectly or directly by Customer's, Customer's employees', or Customer's authorized agents', intentional misuse of the System or negligent use of the System. Customer hereby agrees to defend fully, hold harmless, and indemnify Company, Company's employees and Company's authorized agents from and against all liability, loss, damage, claims, actions, judgments or expenses arising out of or relating to Customer's use of, non-use of, or inability to use the System or the wireless or satellite services provided by any underlying provider. Customer further agrees to defend fully, hold harmless, and indemnify Company, Company's employees, and Company's authorized agents from any third-party intellectual property infringement claims arising out or relating in to Customer's, Customer's employees', or Customer's authorized agents' use of the System, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused by the Company's gross negligence or willful misconduct.

14. Damages and Attorneys' Fees. In the event of a breach or threatened breach by Customer of any provision of this Agreement, Company shall be entitled to seek injunctive relief, without bond, including specific performance, to carry out the obligations of this Agreement, restraining Customer from such breach or threatened breach, as well as to seek any other legal or equitable remedies available to Company, including damages and attorneys' fees, notwithstanding any other provisions of this Agreement. All of Company's remedies for any breach of this Agreement by Customer shall be cumulative, and its pursuit of one remedy shall not be deemed to exclude any other remedies. In the event of a dispute between the parties under this Agreement, Company, if the prevailing party in such dispute, shall be entitled to reimbursement of its attorneys' fees and out-of-pocket costs incurred in connection with such dispute by Customer.

15. Choice of Law, Venue, and Language. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Kentucky. Any and all disputes arising out of this Agreement must be heard only in a court of competent jurisdiction in the Venue for the Agreement Jurisdiction in Table 1, and Customer submits to the jurisdiction of such courts for the purpose of litigating such disputes. The obligations and rights of the parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods ("CISG") and the parties under this Agreement expressly exclude any applicability of the CISG to this Agreement. If this Agreement is translated into any language, other than English, and there is a conflict between the translated version of this Agreement and the English version of this Agreement, then the English version of this Agreement shall prevail over the translated version.

16. Relationship of Parties – No Agency. Customer, Company, and any other party to agree that no joint venture, partnership, or employment relationship between the parties shall arise under this Agreement. Further, no party has a right, power, or authority to create, assume, or incur any expense or obligation of any other party, except as expressly described in this Agreement.

17. Assignment. Company and Customer agree that Customer may transfer or assign this Agreement to a third-party end user ("Assignee"), subject to the following conditions:

17.1 Prior to assigning this Agreement to any Assignee, Customer agrees to provide Assignee with a copy of this Agreement, or to direct Assignee to an online copy of this Agreement, and to provide Assignee sufficient time to review this Agreement or to consult with legal counsel regarding the terms and conditions of this Agreement, if the Assignee so desires.

17.2 Prior to assigning this Agreement, Assignee must complete a profile with the Company on the Company's website located at [website].

17.3 Customer must require Assignee to provide an affirmative, written acknowledgment that the Assignee understands and agrees to be bound by the terms of this Agreement in Customer's place, before Customer assigns this Agreement to Assignee. Second, Customer must obtain an affirmative acknowledgment from the Assignee that the Assignee understands these terms and is willing to be bound by them in place of the Customer and as if the Assignee is the Customer under this Agreement.

17.4 Customer must notify Company upon its receipt of an affirmative written acknowledgment that Assignee understands and agrees to be bound by the terms and conditions of this Agreement in Customer's place and that it intends to assign this Agreement to Assignee. Customer must provide notice to Company, in which notice Customer shall provide the following: (i) Assignee's identity; and (ii) representations and warranties to Company that Assignee has provided a written affirmative acknowledgment that it understands and agrees to be bound by the terms and conditions of this Agreement in Customer's place.

17.5 Upon Company's receipt of Customer's notice regarding Customer's assignment of this Agreement to Assignee, Customer may assign this Agreement in return for Assignee's unconditional written promise to be bound under this Agreement as the "Customer" and for any other consideration agreed to by Customer and Assignee. Company will, upon receipt of Customer's notice, electronically notify the Assignee that has been assigned this Agreement by Customer. Assignee will also be notified that use of the System is governed by the terms and conditions of this Agreement. Before this Agreement may be assigned, Customer must review Section 7 of this Agreement, and any applicable "Country-Specific Terms" set out below in Table 1 in this Agreement, and consider whether to change any of Customer's data access and use elections.

17.6 Customer and Assignee agree, if applicable, that Company may and will assign this Agreement to the company or entity listed in Table 1 below for the Assignee's Agreement Jurisdiction. Such assignment by Company will be effective immediately upon any and all assignments of this Agreement by Customer.

17.8 Customer agrees that Company, in its sole discretion, may reject or consent to an assignment of this Agreement for any reason. Further, any assignment of this Agreement without Company's consent shall be deemed null and void. Consent to the assignment shall be recognized as Company's notice of assignment to Assignee, as further described in Section 17.5 above. Assignee may be required by Company to execute an additional certification in which Assignee confirms its assumption of this Agreement and all conditions and terms contained herein. Customer agrees that Customer will remain jointly and severally liable under this Agreement with Assignee, and any assignee thereafter, notwithstanding such assignment to Assignee, for all payments due by Customer under this Agreement. Customer further agrees that Customer remains solely responsible for any losses or damages arising from an incomplete, partial, unenforceable, invalid, or otherwise imperfect assignment of this Agreement by Customer to Assignee.

18. Notices.

18.1 Method of Delivery. Any notices required by this Agreement must be delivered in at least one of the following manners:

(a) Personal delivery;

(b) Delivery by facsimile if confirmation of receipt is obtained;

(c) Mailing by registered or certified mail, postage prepaid, return receipt requested. Deliveries by registered or certified mail will be deemed delivered five (5) days after they are mailed; or

(d) Mailing by overnight mail with a reliable express mail courier. Deliveries by overnight mail will be deemed delivered one (1) day after they are mailed.

19. **Severability and Waiver.** If any provision in or portion of this Agreement is held to be unenforceable, then the unenforceable provision or portion will be construed in accordance as nearly as possible with applicable law to reflect the original intent of the parties. All other provisions in this Agreement will remain in full force and effect. To the extent permitted by applicable law, Customer, Company and any other party under this Agreement waive any provision of law which results in any provision of this Agreement being invalid or unenforceable in any way. A waiver in any way related to a breach of any of the provisions of this Agreement will not be deemed a waiver of any subsequent breach.

20. **Statute of Limitations.** Customer agrees that any claim or action by Customer arising out of this Agreement or use of the System must be filed within one (1) year after such claim or cause of action arose or shall forever be barred, notwithstanding any conflicting law or statute to the contrary or any conflicting provision in this Agreement.

21. **Survival.** The provisions of this Agreement, specifically, but not limited to, Sections 3,5, 11, 12, 13, 14, 15, 16, 19, 20, 21, and 23, and including all sub-sections, shall survive the termination, completion, cancellation or expiration of this Agreement.

22. **Force Majeure.** Neither Company nor Customer will be liable, except for the payment of money, for failure to perform or for delay of performance of an obligation, if such failure to perform or delay of performance is related to war, strikes, acts of terrorism, compliance with governmental laws, regulations or orders, failure of suppliers, failure of vendors, failure of service providers, communications outages, Internet outages, earthquakes, fires, floods, tornados, any other natural disaster, any other Act of God, or any other event or circumstances beyond Company's or Customer's reasonable control. However, Company and User are required upon the occurrence of any of the events mentioned in this Section 22, to provide notice within ten (10) days of the reason for such failure to perform or delay of performance, and to resume performance as soon as possible. However, if such condition or event continues for ninety (90) days, either Customer or Company may terminate this Agreement.

23. **Entire Contract.** The terms and conditions contained in this Agreement constitute the full and complete Agreement between Company and Customer. This Agreement supersedes all previous proposals, promises, agreements, representations, understandings, negotiations, or meeting of the minds with respect to the subject matter contained herein between the parties. Any additional or differing terms proposed by Customer or contained in the Customer's purchase order is rejected in their entirety and will be given no effect unless Company expressly agrees in writing. Any and all amendments or modifications to this Agreement must be in writing and must be signed by both Customer and Company.

24. **Miscellaneous.** The failure of Company to enforce any rights granted hereunder or to take Action against any party in the event of any breach hereunder shall not be deemed a waiver by Company as to subsequent enforcement of rights or subsequent actions in the event of future breaches. The headings in this Agreement are for convenience only and shall have no legal effect. This Agreement may be executed in duplicate, each copy of which shall, together, constitute one and the same instrument.

25. **Import & Export Compliance.** Customer agrees and acknowledges that the System, proprietary data, know-how, or other data or information ("Company Products") obtained from Company may be subject to the import and/or export control laws of one or more countries. Furthermore, the import, export, re-exports, or transfer of the Company Products may be restricted or prohibited entirely. Customer agrees not to indirectly import, export, re-export, transfer, or cause to be imported, exported, re-exported, or transferred, any Company products to any destination, entity, or persons restricted or prohibited under any laws or regulations, unless it first obtains Company's and any applicable governmental entity's written consent or in a way as may be provided by applicable regulation, and as may be amended. Customer agrees that no Company Products it receives from Company will be directly used in missile technology, nuclear, chemical or biological weapons and that Company Products will not be transferred in a way to facilitate such end use.

26. **Company Affiliates.** All rights or benefits of Company under this Agreement will apply to any corporation, partnership, or other entity that, either indirectly or directly, controls, is controlled by, or is under common control with Company ("Affiliate"). Affiliate shall be defined as an entity having more than a fifty percent (50%) controlling interest.

Table 1

Agreement Jurisdiction	Contracting Entity	Governing Law	Venue
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