

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO A GEOPRO SERVICE SUBSCRIPTION UPON ACCEPTANCE THROUGH THE GEOPRO WEBSITE, AND CONSTITUTE AN AGREEMENT BETWEEN ROADPOST INC., A CANADIAN CORPORATION (“ROADPOST”) AND THE COMPANY SET FORTH IN THE ONLINE ACCEPTANCE (the “COMPANY”).

1. GENERAL.

- 1.1 **Service and Term.** The term “Services” includes access to and use of the GeoPro Web App (as defined herein) in accordance with these terms and conditions, and the satellite communications services, if any, provided by Roadpost in accordance with the GeoPro Service Subscription to which the Company has subscribed. The term commitment for the Services is 1 month and shall automatically renew for the same term unless cancelled 30 days prior to the renewal date.
- 1.2 **Currency and Pricing.** Prices for the Services are quoted in Canadian or US dollars and are set forth in the quotation, GeoPro Account Management System or www.geoprosolutions.com website provided to the Company by Roadpost or its agent. Use of the Services constitutes acceptance of such quotation and these terms and conditions.
- 1.3 **Changes.** The terms of this Agreement are subject to change in the discretion of Roadpost, including, without limitation the rates and charges. Roadpost will post current terms and conditions for this Agreement on its website at www.geoprosolutions.com. If Roadpost makes changes that are not acceptable to Company, Company may terminate the Agreement without charge by giving written notice of cancellation within thirty (30) days after the date the unacceptable change was posted or by cancelling available services via the online account. Charges accrued for services up to the date of termination will remain due and payable. If Company does not give written notice within thirty (30) days as provided herein, the change is deemed accepted, effective on the date of its posting.
- 1.4 **Coverage.** A “GeoPro Device” is defined as any device used in conjunction with the Services and that accesses to the GeoPro Web App, including but not limited to mobile applications and any hardware that connects to the Services. Company may use a GeoPro Device anywhere there is coverage by Roadpost’s service provider (subject to any applicable restrictions due to local laws, licensing requirements and regulations). Refer to http://www.roadpost.ca/iridium_coverage.aspx for details on territories where Iridium Satellite Services are available under the Company’s selected subscription.
- 1.5 **Limitations.** Company acknowledges that Services may become limited or temporarily unavailable without notice from time to time. Roadpost does not own or control the service providers that operate the GeoPro Web App or the satellite systems, and is not responsible for any Service interruptions that are associated with the same. In addition, Roadpost does not own or control the cell phone, GSM location-based services or email service providers who receive the email and SMS messages generated from GeoPro Devices connected to the GeoPro Web App, and is not responsible for any delays by such 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: (i) location, including conditions that obstruct the line of sight between the GeoPro Device and the satellite systems; (ii) the condition of the satellite systems, the satellite service and/or ground stations; (iii) the condition of the GeoPro Device; (iv) the availability and condition of the GeoPro Web App; and (v) weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond Roadpost’s or the satellite systems’ control.

2. SERVICE.

- 2.1 **SOS Emergency.** Company has the option to use GEOS monitoring services for all GeoPro Devices on its account. Roadpost has contracted with a third-party provider, GEOS Worldwide d/b/a GEOS (“GEOS”), to provide emergency tracking and monitoring services utilizing their GEOS International Emergency Response Coordination Center(s) (“IERCC”). Roadpost transmits Emergency Signals and/or telephone calls received from the Service, along with applicable Registration Data information and available location coordinates, to the IERCC. The IERCC maintains a database of emergency responders in regions throughout the world (the “IERCC Database”), and provides Emergency Signal monitoring 24 hours a day, 7 days a week and 365 days a year. Upon receipt of an Emergency Signal, IERCC personnel: i) contact as available the primary and secondary contacts identified by Company in its Registration Data to attempt to validate the Emergency Signal; ii) use the IERCC database to identify appropriate emergency responder(s) according to available location coordinates; iii) contact the appropriate emergency responder(s) and inform them of the relevant facts in GEOS’ possession (including available Registration Data information and/or location coordinates); iv) if a User is traveling overseas, GEOS may contact an appropriate Embassy according to the User’s Registration Data and/or Location information, either in the country identified by the User’s Location Information or the appropriate Washington-based Embassy, and provide them all relevant facts in GEOS’ possession; and, v) 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, Roadpost 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 reserves the right to solely contact the primary and secondary contacts identified by the Company. Provision of Emergency Services is subject to the terms of this agreement and the Terms and Conditions of Use, located at <http://www.geosalliance.com/wp-content/uploads/GEOS-SAR-BENEFIT-TERMS-AND-CONDITIONS.pdf>. GEOS and Roadpost intend that the IERCC will be available at all times in all locations where the Service works; however, it is possible that at some times and some locations, the IERCC will not receive a transmission or that a transmission will be delayed. Company is solely responsible for any charges that may be assessed by emergency responders for either, false emergency signals and/or in relation to search and rescue activities resulting from Company or Users’ transmission of an Emergency Signal. In addition, Roadpost and GEOS reserve the right to assess a fee in the case of deliberate or negligent misuse of the Emergency Services. In no event does this Agreement create a duty to rescue. Should Company opt not to use GEOS emergency monitoring services, Company is responsible for configuring and managing its own emergency and event notifications, such as by creating distribution lists and rules that trigger notifications sent through the GeoPro Web App.
- 2.2 **Text Messaging.** Text Messaging is available to GeoPro users depending on their GeoPro Device. Text Messages are up to 160 characters for custom or predefined quick text messages that can be transmitted to a person or persons designated by the user. Designated persons may include personal/ business contacts or the SOS monitoring provider GEOS. Company is solely responsible for any data or content sent via Text Messaging, including any consequences of such messaging. Text Messaging is subject to provisions of [Section 8.8 Content License](#). Bytes must be used by the end of each month or the same expire.
- 2.3 **High Usage.** Roadpost reserves the right to monitor services for patterns of high usage. High usage is determined solely by Roadpost and its network partners. Accounts generating high service usage

will be flagged in the system and Roadpost will contact the account holder to confirm that the usage is legitimate. In the event that Roadpost is unable to reach the account holder, Roadpost reserves the right to suspend the Service until the usage can be confirmed. In addition to suspending Services, Roadpost reserves the right to collect an interim payment for unbilled usage prior to invoicing. The interim payment will be used as a deposit for the unbilled usage and will be applied to the next invoice. The size of the interim payment will be determined by Roadpost and the account holder will be notified by Roadpost prior to the charge being placed. If Roadpost is unable to bill the interim payment, Roadpost may suspend the Service until payment can be made.

- 2.4 **Changes to Services.** Company agrees that Roadpost or its service providers (including two10 Degrees Ltd., Iridium, Inmarsat and GEOS) may make changes to the Services in order to comply with applicable laws, to maintain or improve the Services or for other business reasons without notice to Company and without liability for any changes in the ability to use the Services or the GeoPro Devices, including compatibility issues with the GeoPro Devices, as a result of such changes.
- 2.5 **Termination by Roadpost.** Company agrees that Roadpost may terminate this Agreement and the provision of Services to Company at any time without notice or liability to Company for breach of this Agreement, including, without limitation, if a contract with an underlying service provider of Roadpost expires or is terminated.
- 2.6 **Additional Charges.** Company's cell phone service provider and/or internet provider may charge additional fees in relation to any SMS / MMS messages, social connectivity messages and/or other emails and/or data (collectively "Data Plan Fees") sent by users. Company is responsible for any such applicable charges and fees.

3. HARDWARE LIMITED WARRANTY

- 3.1. **Warranty.** Duration and scope of included warranties on GeoPro Devices are limited to the manufacturer's warranty. Please refer to the manufacturer's website or product manuals/packing for more information.
- 3.2. EXCEPT AS PROVIDED ABOVE, ANY GEOPRO DEVICE PROVIDED BY ROADPOST IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES REGARDING THE CONDITION, DESIGN, SPECIFICATIONS, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GEOPRO DEVICE, OR ANY WARRANTIES THAT THE GEOPRO DEVICE IS FREE FROM LATENT DEFECTS OR DEFICIENCIES, OR THAT THE GEOPRO DEVICE IS FREE FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR PROPRIETARY RIGHT OF ANY THIRD PARTY AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

4. PAYMENT.

- 4.1 **Timely Payments.** Company agrees to pay, on time, any applicable activation, Service plan, usage, cancellation, and disconnection fees, plus any applicable taxes. Since the Service subscription will renew automatically at the end of each term, Roadpost will bill Company's credit card, or at Roadpost's discretion, invoice Company, at the time of renewal, or within thirty (30) days prior to the renewal, of each subsequent term in accordance with the terms of this Agreement. This bill is due and payable in the currency specified in the Agreement. If the plan specifies monthly billing, then

the monthly recurring charges are billed monthly in advance; though a partial month may apply for the first month.

- 4.2 **Late Payments.** Company agrees to pay a late charge of the lesser of (i) 1.5% per month or (ii) the maximum legal rate, if the bill is not paid within ten (10) days after the due date. This late charge is applicable to the unpaid balance as of the due date and will be billed on subsequent invoices and statements. Company agrees to pay Roadpost all of Roadpost's collection costs, including without limitation the standard fees of any collection agency, reasonable attorney and legal fees, and any other costs incurred by Roadpost in exercising any of its rights under this Agreement. Roadpost may suspend the Services in the event of late payment. If it does so, Roadpost may charge a reactivation fee for each suspended Service Plan.
- 4.3 **Promotions.** If Company uses a promotion code for its purchase, Company certifies that it qualifies for the applicable promotion. Company agrees to the terms of the promotion, including any time limitations, and agrees to provide credit card information for any additional services and to extend the Services beyond the promotional period.
- 4.4 **Data Transmission / No Credits.** Roadpost will exercise a commercially reasonable level of care but makes no representation as to the success of any data transmission. Regardless of whether a data transmission is successful, no refunds will be given. In addition to limitations resulting from incorrect use (e.g., next to or under an obstruction), satellite communications systems have inherent characteristics that can create dropped data transmissions. Dropped data transmissions, regardless of type, will not be credited regardless of cause. Roadpost shall not be liable for any damages that may result from such dropped data transmission.
- 4.5 **Taxes.** The price for the Services does not include sales, usage, excise, ad valorem, goods and services, harmonized sales, property or any other taxes or surcharges now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Company agrees to pay these taxes and surcharges.
- 4.6 **Credit Approval / Credit Card Trial Authorization.** Initiation or continuation of the Services is subject to credit approval by Roadpost. Roadpost may require direct payment by credit card or an authorized guarantee of payment by a valid accepted credit card. Credit cards from outside of the United States and/or Canada will be accepted only after verification with the issuing bank. If Company's billing address is located outside of the United States or Canada or is a customer without established credit, Roadpost may require that Company prepay the first full year. Verification of credit cards issued by banks outside of the United States or Canada may delay order processing. Roadpost may decline any credit card transaction. Roadpost may seek authorization of a credit card account prior to first activation/purchase to validate that Company can charge the applicable fees to access the Services. By authorizing Roadpost to charge a credit card, or conduct a trial authorization, for the fees associated with a subscription, Company is authorizing Roadpost to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs Roadpost of the new replacement card account) for all fees or charges associated with a subscription including any renewal fees as described below. Company authorizes the card issuer to pay any amounts described herein and authorizes Roadpost, or any other company that acts as a billing agent for Roadpost, to continue to attempt to charge all sums described herein to Company's credit card account until such amounts are paid in full.
- 4.7 **Credit Card Authorization.** BY AUTHORIZING ROADPOST TO CHARGE A CREDIT CARD, COMPANY REPRESENTS THAT IT IS THE AUTHORIZED OWNER OR USER OF THE CREDIT CARD AND THAT IT IS A RESPONSIBLE PARTY FOR THAT CARD. COMPANY GRANTS ROADPOST ACCESS TO

AND THE RIGHT TO REVIEW THE INFORMATION IN, AND REFERENCES SUBMITTED WITH, THE SERVICE, OBTAIN CREDIT REPORTS AND CREDIT HISTORY, AND/OR ALL OTHER RELEVANT INFORMATION AND MATERIALS THAT ROADPOST REASONABLY BELIEVES IS DESIRABLE FOR THE PURPOSE OF IDENTIFYING COMPANY'S FINANCIAL STATUS AND CREDITWORTHINESS. FURTHER, COMPANY AUTHORIZES ROADPOST TO CHARGE COMPANY'S CREDIT CARD IN ORDER TO RENEW SERVICE PRIOR TO THE START OF EVERY SERVICE TERM; UP UNTIL SUCH TIME THAT COMPANY CANCELS THE SERVICE IN ACCORDANCE WITH THE AGREEMENT.

5. DISCLAIMER OF WARRANTIES.

5.1 Disclaimer of Warranty for the Services and Software. COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE, THE GEOPRO DEVICE AND ANY ASSOCIATED SOFTWARE, INCLUDING THE GEO PRO ONLINE PORTAL AND THE SERVICES PROVIDED BY GEOS, IS AT COMPANY'S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE GEOPRO DEVICE, THE GEOPRO WEB APP, THE SERVICES PROVIDED BY GEOS 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, (i) ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) THAT THE SERVICE, THE GEOPRO DEVICE, THE GEOPRO WEB APP, THE SERVICES PROVIDED BY GEOS AND/OR ANY ASSOCIATED SOFTWARE WILL MEET COMPANY'S REQUIREMENTS, (iii) THAT THE OPERATION WILL BE WITHOUT INTERRUPTION OR ERROR-FREE, OR OF SATISFACTORY QUALITY, OR OF QUIET ENJOYMENT, (iv) THAT ANY DEFECTS IN THE SOFTWARE, THE GEOPRO DEVICE, THE SERVICES PROVIDED BY GEOS, OR THE GROPRO ONLINE PORTAL WILL BE CORRECTED, (v) 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 TO THE FULLEST EXTENT PERMITTED BY LAW. ROADPOST GIVES NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SERVICE, THE GEOS PRODUCT, ANY ASSOCIATED SOFTWARE, THE GEOPRO WEB APP, THE SERVICES PROVIDED BY GEOS OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE GEOPRO DEVICE TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS. ROADPOST MAKES 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. COMPANY IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO A GEOPRO DEVICE, OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE. THE SERVICE 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 APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. ROADPOST GIVES NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SERVICE OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS OR

THE GEOPRO WEB APP USED BY THE GEOPRO DEVICE TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS.

6. LIMITATION OF LIABILITY.

6.1 ROADPOST AND ITS SERVICE PROVIDERS, INCLUDING, WITHOUT LIMITATION, GEOS AND TWO10DEGREES LTD., AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS EXCLUDE AND DISCLAIM ALL LIABILITY, WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, LIABILITY FOR FAULT, 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, THE GEOPRO DEVICE, THE GEOPRO WEB APP, THE SERVICES OR THE EMERGENCY MONITORING AND RESPONSE PROVIDED BY GEOS, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES CAUSED BY ANY OF THE FOLLOWING, WHICH, IF THEY SHOULD OCCUR, COULD LEAD TO A LOSS OF COMMUNICATIONS AT A VITAL TIME RESULTING IN DEATH, PERSONAL INJURY OR DAMAGE TO PROPERTY:

- 6.1.1 MATTERS OUTSIDE OF ROADPOST'S OR ITS SERVICE PROVIDERS' 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; OR
- 6.1.2 FAILURE OF OR DELAY IN THE IERCC RESPONDING TO EMERGENCY SIGNAL(S); OR
- 6.1.3 INTERRUPTIONS, DELAYS, INCONSISTENCIES OR FAILURES OF THE NETWORK OR SECURITY BREACHES REGARDLESS OF THE SOURCE OF ANY SUCH PROBLEM INCLUDING, BUT NOT LIMITED TO, ROADPOST'S OWN FAULT OR NEGLIGENCE; OR
- 6.1.4 FAILURE, DELAY OR INACCURACY OF THE GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR
- 6.1.5 FAILURE, DELAY OR INACCURACY OF THE GEOPRO DEVICE, THE SERVICES OR THE GEOPRO WEB APP TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNAL(S), AND/OR LOCATION COORDINATES, TO THE IRIDIUM SATELLITE SYSTEM; OR
- 6.1.6 FAILURE OF OR DELAY IN THE IRIDIUM SATELLITE SYSTEM AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO SOS EMERGENCY SIGNAL(S), LOCATION COORDINATES, PREPROGRAMMED MESSAGES AND DISPLAY, AND TRANSMIT TO THE IDENTIFIED POINTS OF CONTACT AND/OR IERCC AS APPROPRIATE; OR
- 6.1.7 FAILURE OF OR DELAY IN COMPANY OR ITS USER'S EMAIL OR CELLPHONE PROVIDER TO TRANSMIT THE MESSAGE TO COMPANY OR ITS USER, OR FAILURE OF OR DELAY IN THE IERCC RESPONDING TO SOS EMERGENCY SIGNAL(S); OR
- 6.1.8 FAILURE OF OR DELAY IN THE GEOPRO DEVICE TO TRANSMIT ANY MESSAGE(S); OR

- 6.1.9 FAILURE OF OR DELAY ON BEHALF OF THE ROADPOST SERVICE PROVIDERS, TO PERFORM THE APPLICABLE SERVICE FOR WHICH EACH IS CONTRACTED; OR
 - 6.1.10 FAILURE TO OBTAIN A CLEAR LINE OF SIGHT TOWARD THE SATELLITE SYSTEMS; OR
 - 6.1.11 FAILURE TO PROPERLY INSTALL OR CONFIGURE THE GEOPRO DEVICES; OR
 - 6.1.12 FAILURE OF ROADPOST AND ITS SERVICE PROVIDERS TO PROVIDE THE SERVICE(S), INCLUDING SOS EMERGENCY SERVICES, DUE TO THE SERVICE(S) HAVING BEEN CANCELLED PURSUANT TO THIS AGREEMENT; OR
 - 6.1.13 NON-COMPATIBILITY OF GEOPRO DEVICES OR THE SERVICES WITH THIRD PARTY OPERATING SYSTEMS AND THIRD-PARTY SOFTWARE; OR
 - 6.1.14 FAILURE OR INADEQUACY OF POWER SUPPLY FOR GEOPRO DEVICES AND/OR ASSOCIATED PRODUCTS.
- 6.2 IN NO EVENT SHALL ROADPOST OR ANY OF ITS SERVICE PROVIDERS, INCLUDING, WITHOUT LIMITATION, GEOS AND TWO10DEGREES LTD., OR ITS OR THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR SUPPLIERS, HAVE ANY LIABILITY FOR 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 MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THE GEOPRO DEVICE, THE GEOPRO WEB APP, THE SERVICES PROVIDED BY GEOS OR THE SERVICES (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE SERVICE) OR ITS OR THEIR USE BY COMPANY OR ITS USERS OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY COMPANY TO UTILIZE THE SERVICES OR GEOPRO DEVICE. IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF ROADPOST AND ITS SERVICE PROVIDERS, INCLUDING, WITHOUT LIMITATION, GEOS AND TWO10DEGREES LTD., AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, ROADPOST'S SUPPLIER'S SERVICES, THE GEOPRO WEB APP, THE SERVICES PROVIDED BY GEOS, OR THE GEOPRO DEVICE, EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY COMPANY FOR THE APPLICABLE MONTH IN WHICH LIABILITY AROSE.
- 6.3 THE LIMITATIONS IN THIS SECTION 6 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.

7. COMPANY OBLIGATIONS.

- 7.1 **No Resale.** Company may not sell, rent, lease or otherwise charge for the GeoPro Device and/or Services or any information or services associated with or derived from a GeoPro Device or Services.
- 7.2 **Misuse.** Company agrees that it and its Users will not use the Services or the GeoPro Device (1) to abuse or misuse the SOS Emergency services, (2) to send messages that are offensive, defamatory, abusive or obscene or intended to harass, (3) for any purpose in violation of law, (4) in any manner that infringes or misappropriates third party rights, or (5) in any manner which overloads or unreasonably interferes with the Services or the satellite systems. Company agrees to use the Services only with an authorized GeoPro Device entered into the GeoPro Web App and not to use any other equipment in connection with the Services unless expressly approved by Roadpost.

Failure to adhere to these restrictions may result in termination of this Agreement by Roadpost. Company agrees that it will not attempt to unlock or modify, or reverse engineer the Services in order to modify them or render them capable of performing functions for any purpose otherwise not permitted by this Agreement.

- 7.3 **Users.** Company is solely responsible, and assumes any liability, for any user authorized by Company, including, without limitation, employees, to utilize the GeoPro Device, the Services and/or the Software, and for any third party that uses the GeoPro Device, the Services and/or the Software through the Company, even if not authorized (in each case a "User"). In addition, Company agrees to pass usage instructions and Service Plan terms and conditions to all of its authorized Users.

8. Roadpost User Account, Websites, Software and Other Licenses.

- 8.1 **Two10Degrees and Roadpost Websites.** Use of the Two10Degrees Ltd. website (the "GeoPro Web App") and Roadpost website are governed by the terms and conditions of use contained on each such website, as the same may be modified from time to time.
- 8.2 **Complete and Accurate Information.** Company acknowledges and agrees that the information required in its Roadpost user accounts for each User, including Registration Data, contact information, designated contacts, social connectivity settings, supported service options and pre-programmed messages, is essential for proper provision of the Services. Company certifies that the information is accurate in all respects and may be relied upon by Roadpost to provide the Services. It is Company's responsibility to ensure that the information supplied by Users remains accurate, complete and up to date. Changing an address from one country to another country (for example from the US to Canada) may require service level changes and might incur additional charges on Company's account. When composing Roadpost messages, Company acknowledges and agrees that it is the User's sole responsibility to ensure that he selects the intended designated contact from available contacts and is satisfied with the content of the message prior to sending it. Users should contact customer care for assistance.
- 8.3 **Synchronization of Data.** It is the Company's sole responsibility to ensure that it has followed the synchronization process outlined in the User Manual to export any updates and/or changes to registration data, contact information, designated contacts, social connectivity settings, supported service options and pre-programmed messages from the GeoPro Web App to the GeoPro Device.
- 8.4 **Ownership and Grant of End User License.** The GeoPro Devices and the Services, including the GeoPro Web App, utilize proprietary software, proprietary firmware and proprietary communication protocols in order to access the messaging functions and Service (collectively, any such software, firmware and/or communication protocols required for use of the GeoPro Device and Services are referred to as the "Software"). This proprietary Software may be owned by GEOS, by Roadpost, by Two10Degrees Ltd. or by another third party. This section grants a license ("License") that permits Company to use the Software as required for the GeoPro Device, the GeoPro Web App and Service. This License is non-exclusive, non-sublicensable and non-transferable. This License is also subject to the limitations and conditions of this Agreement. All rights not specifically granted in this License are reserved by Roadpost, GEOS, Two10Degrees Ltd. or the respective third-party owner of such Software. Company acknowledges and agrees that Roadpost and/or third-parties own(s) all intellectual property rights, title, and interest in or, if applicable, licenses to the Software, including, but not limited to, all trademarks, copyrights, data, and content. All title and intellectual property rights in the Software may be protected by applicable copyright or other intellectual property laws

and treaties. Company's and its User's use of the Software is solely controlled by this Agreement. The Software is licensed, not sold. If Company is using the device in conjunction with a smart phone application, then use is also subject to any terms and conditions imposed by the terms of any agreement with a smart phone manufacturer or service provider.

- 8.5 **Other Restrictions on Use.** Company agrees that it will not remove or obscure any proprietary rights notices, copyright notices or trademarks associated with the Software. Company agrees that it will not copy, sell, license, distribute, transfer, modify, adapt, translate, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software for any purpose. Company agrees that it will not attempt to circumvent or defeat the security or content usage rules contained in the Software and/or use the Software in violation of any law or third party rights.
- 8.6 **Software Changes and Updates.** Company agrees that Roadpost or third-party providers may make changes to the Software and associated Services in order to comply with applicable laws, to maintain or improve the Software and/or the Services or for other business reasons, without notice to Company and without liability for any changes in ability to use the Software, the GeoPro Web App, GeoPro Device and/or Service, including compatibility issues, as a result of such changes. These updates may take the form of bug fixes, enhanced functions, new software modules and completely new versions. The License does not grant any rights to obtaining future upgrades, updates or supplements of the Software. If upgrades, updates or supplements of the Software are obtained, however, the use of such upgrades or updates is governed by this Agreement and the amendments that may accompany them and may be subject to additional payments and conditions. Roadpost highly recommends that Company ensures that its GeoPro Devices have the most recent software version available and that the GeoPro Devices have the most recent firmware version available and that these versions are compatible with each other. Roadpost reserves the right to mandate Company to install the most recent Software version in order to obtain continued Service.
- 8.7 **Commercial Items / US Government Restricted Rights.** The Software and documentation have been developed entirely with private funds. The use of the Software and related documentation by any entity of the United States Government is restricted by the terms of this Agreement. The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as specified under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights are reserved under the copyright laws of the United States.
- 8.8 **Content License.** Company agrees that it is solely responsible for (and that Roadpost has no responsibility to Company or to any third party for) any Content that Company or its users create, transmit or display while using the Services and any associated software and for the consequences of a User's actions by doing so. Company acknowledges that the Roadpost messages may include location information. Company or its Users retain copyright and any other rights already held in Content which is submitted, posted or displayed on or through, the Software and/or the Services. Company acknowledges and agrees that by submitting, posting or displaying the content, Company or its Users give Roadpost and its service providers a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which is submitted, posted or displayed on or through, the

Services and any associated Software. Furthermore, Company agrees that this license includes a right for Roadpost to make such Content available to other companies, organizations or individuals as required for the provision of the Services. In order to provide the Services, Roadpost may be required to transmit or distribute User content over various public networks and in various media. Roadpost may also be required to make changes to Content if so required by the technical requirements of connecting networks, devices, services or media.

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9. MISCELLANEOUS

- 9.1 **Export Restrictions.** The GeoPro Device and any associated Software may be subject to export controls or restrictions by Canada, the United States or other countries or territories. Company agrees to comply with all applicable Canadian, U.S. and international export laws and regulations, including the restrictions on destinations, end users, and end use. Company agrees not to export or re-export any GeoPro Device provided by Roadpost and any associated Software to any country in violation of the export control laws of Canada or the United States of America. The GeoPro Device and any associated Software may not be exported or re-exported into any Canadian or U.S. embargoed countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the GeoPro Device, the Services and any associated Software, Company represents and warrants that it and its Users are not located in any such country or on any such list. Company also agrees that it will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
- 9.2 **Copyrights, Intellectual Property, Patents and Documentation.** © Roadpost Inc. All rights reserved. The Roadpost, and related trademarks, names and logos are the property of Roadpost Inc. and are registered and/or used in the U.S. and countries around the world. The GeoPro Device and other devices and/or associated Software and data, including geographic data, are protected by copyright, international treaties, and various patents. The documentation, including all documentation incorporated by reference herein, such as documentation provided or made available

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- 9.3 **Indemnity.** To the maximum extent permitted by law, Company agrees to indemnify, defend and hold harmless Roadpost and its affiliates, licensors and suppliers (including, without limitation, GEOS and Two10Degrees Ltd.), their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with the use of the GeoPro Device, the Services, the GeoPro Web App, the services provided by GEOS, and any associated Software by Company and/or Users, including, without limitation, third party (including employees) claims or suits related to: (a) bodily injury or death of any individual or (b) loss of or damage to real or tangible personal property, arising out of any use, misuse or inability to use the Services, the Software, the GeoPro Web App, the services provided by GEOS or a GeoPro Device.
- 9.4 **Governing Law.** This Agreement is governed by the laws of Ontario without giving effect to conflicts of laws principles. Company hereby expressly consent to venue for any action by Roadpost or any of its suppliers to enforce the provisions of this Agreement in Ontario, Canada, and waive any rights to claim the same is an inconvenient forum.
- 9.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any headings are provided for convenience only.
- 9.6 **No Waiver, Survival.** The failure of Roadpost to exercise or enforce any right under this Agreement shall not constitute a waiver of such right. All rights and remedies granted to Roadpost are cumulative and not alternate. If any provision of this Agreement is found invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and conditions of this Agreement, and the parties shall substitute a valid provision that most nearly approximates the intent and economic effect of the invalid or unenforceable one. Any provisions that expressly or by their nature should survive termination of this Agreement, including, without limitation, payment obligations, disclaimer of warranty, rights of indemnity and limitation of liability, shall survive such termination.
- 9.7 **Assignment.** Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Roadpost, but Roadpost may assign this Agreement and any of its rights and obligations hereunder without restriction. This Agreement inures to the benefit of and is binding on the parties' respective successors and permitted assigns.