



**TRACKING DEVICE AGREEMENT
and
END USER LICENSE AGREEMENT
(Collectively, "Agreement")**

**THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS
PLEASE READ CAREFULLY**

Last Update – May 1, 2025

Thank you for your purchase of the Tracking Device to be used in conjunction with the miTrail™ Service (the "**Service**" as defined below). In this agreement, DataTrail Corp., ("**Datatrail**") and you are referred to individually as a "**Party**" and collectively as the "**Parties**." DataTrail Corp. is an Alberta corporation with its head office at 7056B Farrell Rd, SE; Calgary, AB; T2H 0T2, Phone 403-668-9106.

miTrail, DataTrail, and associated trademarks, logos, and designs are trade names and trademarks of DataTrail, all rights reserved.

THIS AGREEMENT FORMS A LEGAL AND BINDING CONTRACT AND AGREEMENT BETWEEN YOU AND DATATRIL.

IN CONSIDERATION OF YOUR PURCHASE AND ACTIVATION OF ONE OR MORE TRACKING DEVICES, AND IN CONSIDERATION OF DATATRIL GRANTING A NON-EXCLUSIVE LICENSE TO YOU PERMITTING USE OF THE SERVICE, YOU AGREE TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT CLICK "ACCEPT", YOU WILL NOT BE ABLE TO ACTIVATE AND USE YOUR TRACKING DEVICE, AND YOU WILL NOT BE ABLE TO ACCESS AND USE THE SERVICE.

YOUR ACCEPTANCE OF THIS AGREEMENT IS CONFIRMED BY ANY ONE OR MORE OF THE FOLLOWING: (A) YOUR CLICKING "ACCEPT"; (B) YOUR ACTIVATION AND/OR USE OF A TRACKING DEVICE; OR (C) YOUR USE OF THE SERVICE.

THIS AGREEMENT SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES FROM THIS POINT FORWARD AND MAY NOT BE VARIED OTHER THAN AS EXPRESSLY AGREED IN WRITING BY DATATRIL.

DATATRIL SHALL HAVE THE RIGHT TO AMEND THIS AGREEMENT AT ANY TIME BY POSTING AN AMENDED VERSION ON ITS WEBSITE AT [miTrail Terms of Service](#). YOU AGREE TO REGULARLY REVIEW THE AGREEMENT AS POSTED. CONTINUED USE OF YOUR TRACKING DEVICE OR THE SERVICE FOLLOWING POSTING OF AN AMENDED AGREEMENT CONSTITUTES ACCEPTANCE OF THE AMENDED AGREEMENT BY YOU.

THIS AGREEMENT GOVERNS AND APPLIES TO BOTH (A) PURCHASE AND USE OF ALL TRACKING DEVICES; INCLUDING PURCHASES FOR RESALE, AND USE BY PURCHASERS UNDER RESALE, AND (B) USE OF THE SERVICE, INCLUDING UNDER SUB-LICENSE (IF PERMITTED BY DATATRIL). IF YOU ARE A RESELLER, ADDITIONAL TERMS AND CONDITIONS MAY BE REQUIRED BY DATATRIL, AND YOU AGREE THAT (A) YOU WILL NOT SELL, LEASE, RENT, OR RESELL ANY DEVICE UNDER TERMS AND CONDITIONS LESS PROTECTIVE OF DATATRIL THAN THIS AGREEMENT, AND (B) THAT YOU WILL NOT SUBLICENSE OR PERMIT USE OF THE SERVICE UNDER TERMS AND CONDITIONS LESS PROTECTIVE OF DATATRIL THAN THIS AGREEMENT.

YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION FOR THE PURPOSES OF PROVIDING THE SERVICE TO YOU, INCLUDING PROCESSING PAYMENTS, AS WELL AS CONTACTING YOU, INCLUDING VIA EMAIL OR TEXT MESSAGE, WITH INFORMATION

THAT RELATES TO THE SERVICE, TRACKING DEVICES, OR THAT OTHERWISE MAY BE OF INTEREST TO YOU (INCLUDING MARKETING INFORMATION AND OFFERS FROM DATATRIL OR ITS PARTNERS, SERVICE PROVIDERS OR LICENSORS), OR THAT DATATRIL BELIEVES IS IMPORTANT FOR YOU TO RECEIVE.

THIS AGREEMENT SHALL IN ALL CASES BE DEEMED AN AGREEMENT MADE IN THE PROVINCE OF ALBERTA, CANADA. ALL QUESTIONS CONCERNING THE VALIDITY, CONSTRUCTION AND OPERATION OF THIS AGREEMENT AND THE PERFORMANCE OF THE OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ALBERTA AND THE LAWS OF CANADA APPLICABLE IN ALBERTA.

YOU IRREVOCABLY ATTORN TO THE EXCLUSIVE JURISDICTION OF THE COURT OF KING'S BENCH OF THE PROVINCE OF ALBERTA, OR ITS SUCCESSOR, SITTING AT CALGARY, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES, AND PROMISE, AGREE AND UNDERTAKE TO BRING NO ACTION OR PROCEEDINGS IN ANY OTHER COURT WHATSOEVER. YOU FURTHER AGREE TO NOT BRING ANY ACTION BY WAY OF CLASS PROCEEDINGS OR TO SEEK ARBITRATION WITHOUT THE CONSENT OF DATATRIL. YOU AGREE THAT ANY JUDGMENT OR ORDER OF A COURT OF COMPETENT JURISDICTION SHALL BE FULLY REGISTRABLE AND ENFORCEABLE AGAINST YOU IN YOUR JURISDICTION OF RESIDENCE, DOMICILE OR BUSINESS. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF BREACH OF THIS AGREEMENT BY YOU REQUIRING DATATRIL TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF, DATATRIL SHALL BE ENTITLED TO SEEK SUCH INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION WITHOUT THE NECESSITY OR REQUIREMENT OF POSTING BOND OR UNDERTAKING AS TO DAMAGES OR SHOWING THAT MONEY DAMAGES ARE NOT AN ADEQUATE REMEDY.

IT IS PROHIBITED TO USE OR PERMIT THE USE OF A TRACKING DEVICE OR THE SERVICE FOR ANY UNLAWFUL PURPOSE, INCLUDING, WITHOUT LIMITATION, ANY COLLECTION, USE OR DISCLOSURE OF PERSONAL INFORMATION ABOUT AN INDIVIDUAL EXCEPT AS PERMITTED BY LAW.

IT IS FURTHER PROHIBITED TO USE OR PERMIT THE USE OF A TRACKING DEVICE OR THE SERVICE TO COMMIT OR FACILITATE ANY INVASION OF PRIVACY, INTRUSION UPON SECLUSION, PUBLICATION OF PRIVATE INFORMATION, PUBLIC DISCLOSURE OF PRIVATE FACTS, BREACH OF RIGHTS OF PUBLICITY OR PERSONALITY, OR ANY OTHER ILLEGAL, UNLAWFUL, OR TORTIOUS CONDUCT.

AT ITS OPTION, AND IN ITS SOLE DISCRETION, DATATRIL SHALL ALWAYS HAVE THE RIGHT, WITHOUT NOTICE, AND WITHOUT LIABILITY, TO SUSPEND USE OF THE SERVICE, OR TERMINATE THIS AGREEMENT, IF YOU OR ANYONE PERMITTED OR AUTHORIZED BY YOU ENGAGES, OR THREATENS TO ENGAGE, IN ANY OF THE FOREGOING ACTIVITIES.

YOU AGREE TO INDEMNIFY AND FOREVER SAVE HARMLESS DATATRIL FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, OR DEMANDS OF ANY KIND ARISING FROM, OR ALLEGED TO ARISE FROM, YOUR BREACH OF THE FOREGOING AND/OR OF YOUR OBLIGATIONS UNDER THIS AGREEMENT. THE FOREGOING INDEMNITY WILL SURVIVE ANY EXPIRY OR TERMINATION OF THIS AGREEMENT.

1. DEFINITIONS. In this Agreement, the following terms have the meanings stated:

"Additional Services" means any other goods or services provided or made available from time to time by DataTrail or on its behalf and which may include, without limitation, any consulting, technical support or trouble shooting services offered or supplied by DataTrail or on its behalf;

"Applicable Law" means any legislation, regulation, decision, judgment or order of any government, public body, regulator, agency, court, tribunal, board or administrative authority and includes judicial decisions under common law or equity;

"Annual Billing Period" means a period of one year from your entering into this Agreement with respect to an Annual Bundled Package;

"Annual Bundled Package" means an agreement between you and DataTrail for you to receive access to the Service for a period of one year. Annual Bundled Packages will renew automatically at the end of the first year, and at the end of each year thereafter, unless you or DataTrail provide the other Party with written notice at least ten (10) days' before the end of the one year period in question of intention to not renew (email can constitute written notice);

"Content" means any and all computer files, software, visual or audible information, aerial imagery, satellite imagery, maps, diagrams, real estate data and information, the Data (as defined below), database forms, structure, tables and format or related items, Third Party Content and all data, materials, records, documents and documentation used in providing the Service or made available by the Service;

"Data" means any and all data, information and/or materials made available to you through the Service from time to time. Data shall include, but not be limited to, GPS Data, location details, location history, movement or travel history, status messages, event notifications, and similar data and information;

"Computer" means any computing, telecommunications, or similar device, including without limitation a desktop computer, server, laptop computer, note-book computer, computer hardware, tablet or pad computer, hand-held device, cellular telephone, smart phone, PDA or any other communications device or apparatus, wired or wireless, including any required software, used to access the Service or view or experience the Content;

"License" means a non-exclusive, limited, revocable and personal license, without right to sublicense, to access and use the Service and download, view, use and experience the Content and the Data for lawful purposes only as permitted by this Agreement;

"Monthly Billing Period" means a period of one month from your entering into this Agreement or the immediately prior bill to you from DataTrail, as applicable, but is not applicable to Annual Bundled Packages.

"Service" means the ability provided to you on a software as a service basis to use a Computer to access the Data and the Content, and shall include any hosted application service provider solution or "Cloud" based software, services or applications, including all related software and applications made available to you to search, deliver and manage Data and Content and to use Computers for such purposes. References to the Service shall include the Content and the Data unless the context requires otherwise, and shall further include any Third Party Service;

"Third-Party Content" means and includes any and all Content or Data provided to DataTrail by third parties and concurrently or subsequently provided or made available to you by DataTrail or by a third party (by way of example only, third parties may include Google services, including GSP, and cellular and wireless data services from third-party telecommunications service providers);

"Third-Party Service" means and includes any and all services provided to DataTrail or you by third parties;

"Third-Party Terms and Conditions" means and includes any and all of those terms and conditions required from time to time by third-party providers of software, data or services, which may include, without limitation, mapping data suppliers, software suppliers, governmental bodies, and any and all other licensors, contractors and service providers of or to DataTrail or to you.

"Tracking Device" means any of the variety of hardware devices sold by DataTrail with cellular and/or GPS connectivity, with functions and capabilities including tracking, archiving, and uploading into the Service Data about movements and locations, including the current location, of the device. Some Tracking Devices may be portable and/or battery operated, while others are intended to be hardwired or plugged into compatible vehicles. More details on a specific Tracking Device may be included in the packaging in which the Tracking Device is sold.

"Underlying Carrier" means the third-party telecommunication and/or data services provider providing the wireless data and cellular services required to use your Tracking Device as provided to you as part of the Service as described in this Agreement and, where applicable or the context requires, any other third-party telecommunications service provider providing roaming data services.

References to **"you"**, **"your"**, and **"yours"** refer to you as the Party entering into to this Agreement with DataTrail but shall also include all individuals or persons using or accessing a Tracking Device or the Service under your account with DataTrail. Where you are contracting on behalf of a corporation or other non-

individual, you warrant and represent that you have full legal authority to contract on behalf of such corporation or other non-individual, and that such corporation or non-individual will be bound by this Agreement. References in this Agreement to the singular shall include the plural, and vice versa, and references to any one gender shall include all other genders.

2. TRACKING DEVICE AGREEMENT. Your Tracking Device is sold subject to, and conditional upon, your acceptance of the terms and conditions of this Agreement, including but not limited to the following terms and conditions specifically related to Tracking Devices. If you do not agree to the following terms and conditions, and the other terms and conditions of this Agreement to the full extent they apply to Tracking Devices, please return your Tracking Device for a refund as provided below.

a) Lawful Use Only: Tracking Devices log and collect personal information and data about the location of individuals (including their current location) and including their travel activities over time. In the case of Tracking Devices intended for use with motor vehicles, the Tracking Device logs and collects information about the use of motor vehicles by individuals, including location and geographic information and travel activities. Tracking may occur without the knowledge or consent of individuals. This is generally illegal. You therefore agree that you will not use any Tracking Device for any illegal purpose, including but not limited to collecting information from or about individuals without their knowledge and consent, except as may be permitted by applicable privacy or other laws in your jurisdiction. You further agree that DataTrail will have no liability whatsoever to you arising out of any illegal use by you of your Tracking Device.

b) Subscription to the Service: Use of the Tracking Device is not possible without a valid and active subscription to the Service, which includes your acceptance of the terms and conditions of this Agreement applicable to the Service. If your subscription to the Service expires or becomes inactive, you will not be able to use your Tracking Device.

c) Required Third-Party Services: You must have and maintain a suitable Internet access account or otherwise have access to the Internet and a suitable Computer in order to use the Service. Your Tracking Device requires both cellular and global positioning radio signals to operate. The cellular services required to use your Tracking Device are provided to you as part of the Service as described in this Agreement.

d) Incompatible Vehicles: Tracking Devices for vehicles will not operate with all vehicles. Older vehicles will have no capability for the installation of Tracking Devices, and certain vehicles, as posted at miTrail.com/docs/vehicle_incompatibility_list.html, are not compatible with Tracking Devices and are not approved by the Tracking Device manufacturer for use with the Tracking Device. Tracking Devices should not be purchased for or used with non-approved vehicles. DataTrail disclaims any and all liability whatsoever for installation or use of any Tracking Device with non-approved vehicles.

e) Tracking Device Limited Warranty: Subject to the terms and conditions of this Agreement, including without limitation paragraph 2(f) below, DataTrail gives the following limited warranty ("**Limited Warranty**"), to the exclusion of any and all other representations, warranties, guarantees, terms, or conditions of any kind, express or implied: Your Tracking Device will be free of defects in manufacture, and will operate in compliance with its specifications, for a period of one year commencing on the date you purchased your Tracking Device (the "**Warranty Period**").

f) Exclusions from the Limited Warranty: The Limited Warranty does not cover and expressly excludes the following: Tracking Devices that (i) have been lost or stolen, (ii) had serial numbers or date tags removed, altered, or defaced, or (iii) have broken seals or show evidence of tampering. The Limited Warranty does not cover and expressly excludes defects or damage that result from improper operation, storage, misuse or abuse, accident, or neglect, contact with liquid, electrical stress, extreme humidity, dirt or dust, extreme heat, or defects or damage due to subjecting the Tracking Device to abnormal usage or conditions. DataTrail disclaims any and all liability for improper wiring, installation, connection, or use of your Tracking Device in combination with any other device or software, use of your Tracking Device in any non-approved vehicle (if your Tracking Device is intended for use with a vehicle), or for modifications made to your Tracking Device by you or anyone else.

g) Repairs and Replacements: If you believe that your Tracking Device has malfunctioned, is defective, or fails in normal use within the Warranty Period, you may notify DataTrail of the problem. DataTrail will either resolve the problem over the telephone or provide you with a Return Material Authorization ("RMA") number and the address to which you may ship your faulty Tracking Device. DataTrail will be responsible for shipping

charges to the address specified. All Tracking Devices returned under an RMA must be labeled with the RMA number supplied to you. DataTrail will, at its sole discretion, either have the Tracking Device repaired or replaced. Any replacement Tracking Device may be new or refurbished; if refurbished, it will be equivalent in operation to the returned Tracking Device. If the returned Tracking Device is replaced by DataTrail, you agree that the returned Tracking Device will become the property of DataTrail, free and clear of any liens or other encumbrances. DataTrail will, at its cost, ship the repaired Tracking Device or replacement Tracking Device to you.

3. GRANT OF LICENSE. Access to the Service, including the Data and the Content, is licensed, not sold. In consideration of your payment, or, as applicable, payments on your behalf, made to DataTrail or its agents, distributors, dealers, or similar parties as may be applicable. The Service is protected by intellectual property laws, including copyright laws and international treaties. DataTrail hereby grants the License to you on the following terms and conditions:

a) Reservation of Rights: All rights not expressly granted to you are retained and reserved exclusively by DataTrail. Without limitation, except for the License, you receive no right, title or interest, or any intellectual property right of any kind, in or to the Service, the Data, or the Content. All right, title and interest in or to the Service, the Data and the Content, including all copyrights and intellectual property rights of any kind, remain with DataTrail or its suppliers, contractors or licensors.

b) Limited License: The License is personal to you and may not be assigned, sub-licensed or transferred.

c) Lawful and Permitted Use Only: You are permitted to use the Service only for lawful personal or business use. You will not use the Service, or permit it to be used, contrary to Applicable Law, or for any illegal or tortious purpose, including, without limitation, to collect or capture, or use or disclose, information about any individual without their knowledge or consent, except as may be permitted by Applicable Law, including privacy legislation and legislation with respect to the collection, use and disclosure of personal information. To the extent you collect personal information with respect to third party individuals which may be hosted by or accessible to DataTrail, you will first obtain such individuals' lawful consent to permit you to collect such personal information.

4. PROHIBITIONS AND RESTRICTIONS. You accept and agree to the following prohibitions and restrictions:

a) You may NOT sell, copy, transfer, make available, rent, lease, license, sub-license or lend the Service to any third party and may not use the Service on a time-sharing basis, or as a service bureau or application service provider providing Data or Content to third parties.

b) You will not use the Service, or permit it to be used, to invade the privacy of any individual, to intrude upon the seclusion of any individual, or to capture, use or disclose the confidential information of any individual, person, or entity.

c) You will not reverse engineer, alter, circumvent, translate, copy, decompile, disassemble, or create a derivative work derived from the Service, or any portion thereof, or attempt to do any of the foregoing.

d) You will not create an Internet "link" to the Service or "frame" or "mirror" any Content or Data contained on, or accessible from, the Service on any other Computer.

e) You will not do anything, or refrain from doing anything, which places an unusual load or demand on the Service, interferes with the normal operation of the Service, or interferes with the ability of others to use the Service. Without limitation, you will not configure any Computer to make excessive or more than ordinary demands on the Service, including, as an example only, configuring software or a Computer to auto-refresh at the browser level.

f) You will not act, or fail to act, so as to place you in breach of any applicable Third-Party Terms and Conditions, and you will in all instances fully comply with all applicable Third-Party Terms and Conditions.

g) You will fully comply with all Applicable Laws, including without limitation all applicable local, provincial, state, national and foreign laws, treaties, and regulations in connection with the Service, the Data and the Content, and use of any Tracking Device.

h) Without limitation, you agree not to use the Service or any Tracking Device to: (i) illegally collect, use, store or disclose personal information about any individual without their consent and knowledge except as may be

otherwise permitted by Applicable Law, including applicable privacy legislation; (ii) transmit any material that may infringe the intellectual property rights, privacy rights, rights of personality, proprietary rights, rights to confidentiality, or other rights of third parties; (iii) transmit any material that contains software viruses or other harmful or deleterious computer code or malware; (iv) interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service; (vi) harass or interfere with another user's use or enjoyment of the Service; (vii) place any undue load or demands on the Service; (viii) generate or transmit bulk unsolicited commercial email or "spam", or commercial electronic messages contrary to Canada's Anti-Spam Legislation, or (ix) use the Service or any Tracking Device in a manner or for a purpose not authorized by DataTrail, or prohibited by DataTrail.

i) You will promptly comply with any demand, order, or request of DataTrail with respect to the foregoing.

In the event of any breach by you of any of the foregoing, or any other material term or condition of this Agreement, or in the event that DataTrail is required to do so (i) to prevent damage, interference, failure or degradation to the Service, networks, components, or any other equipment provided by DataTrail or a third party; (ii) to comply with any law, regulation, court order or other governmental request or order having the force of law; (iii) for acts that are determined, in DataTrail's sole but reasonable discretion, to be illegal, unlawful, tortious or otherwise constituting an unreasonable risk to DataTrail or the operation or availability of the Service, then DataTrail shall have the right, without any liability whatsoever to you, at the sole option of DataTrail, to either terminate this Agreement without notice or to suspend your access to and use of the Service immediately and without notice until such time as the offending conduct has been ceased by you.

5. ASSUMPTION OF RISK. Subject to the License and the terms and conditions of this Agreement, you may use your Tracking Device, and you may access and use the Service, but you do so exclusively at your own risk, and you fully accept sole responsibility for so doing.

6. COMPUTERS. You are exclusively responsible for obtaining and maintaining all Computers required to access and use the Service, and for paying all third-party access charges for such Computers incurred while using the Service.

7. CONSENT TO CONTRACT ELECTRONICALLY. You consent and agree to contract electronically with DataTrail and confirm such consent and agreement for the purposes of this Agreement.

8. DATATRIL'S RIGHTS TO MODIFY, ETC. The Service may be amended, modified, enhanced, improved or edited, or all or any portion of the Service discontinued, terminated or made unavailable, from time to time, and at any time, by DataTrail without notice to or liability to you or anyone claiming through you.

9. YOUR WARRANTIES AND REPRESENTATIONS. You warrant and represent that any and all personal information collected, used or disclosed by use of the Service is collected, used and disclosed lawfully and with all legally required consents and notifications of all individuals affected. You further warrant and represent that you are aware of your obligations to comply with applicable privacy laws and that you will comply with all applicable privacy laws.

10. TERM AND TERMINATION. This Agreement shall commence upon acceptance by you and shall continue thereafter until terminated as provided in this Agreement. Without limitation, this Agreement may be terminated immediately by DataTrail upon the occurrence of any of the following events:

a) upon your becoming insolvent, or being adjudged a bankrupt, or making a general assignment for the benefit of your creditors or taking the benefit of any statute relating to insolvency or if a receiver or trustee shall be appointed for all or any portion of your property; or

b) in the event of any default or failure by you to observe the provisions of this Agreement or any other agreement or contract between you and DataTrail, or to observe the provisions of any Third-Party Terms and Conditions, or to follow the provisions of any acceptable use policy posted by DataTrail, including without limitation the terms and conditions as set out in this Agreement, including as described in Section 4 – Prohibitions and Restrictions, and/or any and all other applicable policies of DataTrail or DataTrail's contractors or providers, or to pay to DataTrail any required fee, cost or charge.

11. YOUR RIGHTS TO TERMINATE.

a) Except with respect to Annual Bundled Packages, you may terminate this Agreement at any time upon notice to DataTrail, provided that such notice must be received by DataTrail at least five (5) days or more before the end of the current Monthly Billing Period with you to be effective for the end of that Monthly Billing Period. Notices of termination from you received by DataTrail later than five (5) days before the end of the Monthly Billing Period will become effective at the end of the next Monthly Billing Period, and you will pay DataTrail for all charges owing to the date on which the notice of termination by you takes effect pursuant to the foregoing. DataTrail has the right to refuse to provide any refund or credit for periods of time between notification by you of termination and such termination becoming effective. If you are located in the province of Quebec, you hereby renounce and waive all right to the application of article 2125 of the *Civil Code of Quebec* to you as "client" pursuant to this Agreement.

b) Annual Bundled Packages will renew automatically at the end of the first Annual Billing Period, and at the end of each Annual Billing Period thereafter, unless you or DataTrail provide the other Party with at least ten (10) days written notice before the end of the applicable Annual Billing Period of intention to not renew. You will pay DataTrail all fees, costs and charges applicable for each renewal of an Annual Bundled Package. You may not terminate an Annual Bundled Package except by notice in writing to DataTrail at least ten (10) days before the end of the applicable Annual Billing Period.

12. EFFECT OF TERMINATION. Upon termination of this Agreement for any reason, you acknowledge and agree that:

a) You are and will remain fully responsible for payment of any and all applicable fees, costs or charges due or accruing due as of the date of termination;

b) You will immediately cease using the Service and will permit no other person to use the Service;

c) Your Tracking Device will lose its ability and functionality related to the Service, including Content and Data; and

d) DataTrail shall have the right, but not the obligation, in its sole discretion, to remove, purge, delete and/or destroy any and all Data that exists in your terminated or cancelled account after an elapsed period of thirty (30) days from the date of termination, and DataTrail shall have no further obligation to you with respect to your Data after any termination or cancellation of this Agreement.

13. PAYMENT. You agree to pay DataTrail or its designated agent, reseller, or distributor any and all fees, costs or charges as required by DataTrail. You will be pre-billed monthly for the Service by automatic payment via credit card for the current month based on the Effective Date. DataTrail may, on giving two (2) days' notice to you and without prejudice to any of DataTrail's other remedies, suspend or discontinue the Service under this Agreement for non-payment or payments rejected by your credit card provider. If you dispute the amounts of any fees or charges, you must submit a written dispute to DataTrail within ten (10) days of receiving an invoice or confirmation of payment or amount due, after which all such amounts will be deemed to be correct.

14. DISCLAIMER OF WARRANTIES AND CONDITIONS. THE SERVICE, INCLUDING THE DATA AND THE CONTENT, AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL TRACKING DEVICES, ARE PROVIDED TO YOU STRICTLY ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS.

DATATRIL DOES NOT MAKE, AND YOU DO NOT RECEIVE, ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE, THE DATA OR THE CONTENT.

YOU ACKNOWLEDGE AND AGREE THAT DATATRIL DOES NOT REPRESENT OR WARRANT, OR GIVE ANY WARRANTY OR CONDITION THAT: (I) THE USE OF THE SERVICE, THE DATA OR THE CONTENT WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, DEVICES, COMPUTER, SYSTEM OR DATA, (II) THE SERVICE, THE DATA OR THE CONTENT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY DATA WILL BE ACCURATE OR RELIABLE, (IV) ERRORS OR DEFECTS WILL BE CORRECTED, OR, (V) THE SERVICE, THE DATA OR THE CONTENT, OR THE COMPUTERS THAT MAKE THE SERVICE, THE DATA OR THE CONTENT AVAILABLE, ARE FREE OF VIRUSES, WORMS, TROJANS, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS OF ANY KIND.

ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING FROM A COURSE OF CUSTOM OR TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OR CONDITION OF COMPLIANCE WITH ANY DESCRIPTION, OR IMPLIED WARRANTY OR CONDITION OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY DATATRIL TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WITH RESPECT TO ALL OF THE SERVICE, TRACKING DEVICES, DATA, AND CONTENT.

THE SERVICE INCLUDES INFORMATION, DATA, PRODUCTS AND SERVICES PROVIDED TO DATATRIL BY THIRD PARTIES. IN NO EVENT WILL DATATRIL HAVE ANY GREATER LIABILITY TO YOU THAN SUCH THIRD PARTIES HAVE TO DATATRIL.

DATATRIL SHALL HAVE NO LIABILITY TO YOU UNDER THIS AGREEMENT FOR ANY FAILURE OF THE SERVICE DUE TO FAILURE OF A TRACKING DEVICE. ANY LIABILITY TO YOU WITH RESPECT TO A TRACKING DEVICE SHALL BE GOVERNED EXCLUSIVELY BY THE LIMITED WARRANTY REGARDING THE SALE OF SUCH TRACKING DEVICE TO YOU AS AN ORIGINAL PURCHASER AND AS SET OUT IN THIS AGREEMENT.

DATATRIL SHALL FURTHER HAVE NO LIABILITY TO YOU UNDER THIS AGREEMENT FOR ANY FAILURE OF THE SERVICE DUE TO YOUR BREACH OF THE TERMS AND CONDITIONS OF THE CONTRACT OF SALE OF A TRACKING DEVICE TO YOU OR, WHERE YOU ARE NOT THE ORIGINAL PURCHASER OF THE TRACKING DEVICE, THE CONTRACT OF SALE TO THE ORIGINAL FIRST OWNER, INCLUDING, WITHOUT LIMITATION, ANY TRACKING DEVICES THAT HAVE BEEN LOST OR STOLEN, HAD SERIAL NUMBERS OR DATE TAGS REMOVED, ALTERED, OR DEFACED, HAVE BROKEN SEALS OR SHOW EVIDENCE OF TAMPERING, DEFECTS OR DAMAGE TO A TRACKING DEVICE THAT RESULT FROM IMPROPER OPERATION, STORAGE, MISUSE OR ABUSE, ACCIDENT OR NEGLIGENCE, CONTACT WITH LIQUID, ELECTRICAL STRESS, EXTREME HUMIDITY, DIRT OR DUST, OR EXTREME HEAT, OR DEFECTS OR DAMAGE DUE TO SUBJECTING THE TRACKING DEVICE TO ABNORMAL USAGE OR CONDITIONS, IMPROPER WIRING OR INSTALLATION, USE OF A TRACKING DEVICE IN COMBINATION WITH ANY OTHER DEVICE OR SOFTWARE, USE OF A TRACKING DEVICE IN ANY NON-APPROVED VEHICLE, OR FOR MODIFICATIONS MADE TO A TRACKING DEVICE BY ANYONE OTHER THAN DATATRIL.

DATATRIL SHALL HAVE NO LIABILITY TO YOU IN ANY EVENT FOR THE ACTIONS, ERRORS OR OMISSIONS OF ANY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, INTERNET SERVICE PROVIDERS, LICENSORS OF SOFTWARE TO YOU OR TO DATATRIL, OR LICENSORS, SUPPLIERS OR SERVICE PROVIDERS OF DATATRIL, AND DATATRIL SHALL NOT BE LIABLE TO YOU FOR ANY EVENTS BEYOND DATATRIL'S CONTROL, INCLUDING WITHOUT LIMITATION FORCE MAJEURE, FAILURE OR INADEQUATE PERFORMANCE OF TELECOMMUNICATIONS SERVICE PROVIDERS AND/OR THEIR FACILITIES OR NETWORKS, INCLUDING INTEROPERABILITY OR COMMUNICATIONS WITH OR BETWEEN THE NETWORKS OR FACILITIES OF OTHER TELECOMMUNICATIONS SERVICE PROVIDERS, WAR, INSURRECTION, LABOUR UNREST, CIVIL UNREST, FAILURE OF ANY COMPUTERS, NETWORKS (INCLUDING THE INTERNET), SYSTEMS OR INFRASTRUCTURE, ACTS OF GOD, EXTREME WEATHER, FIRE, OR FLOODS, OR THE EFFECTS OF CLIMATE CHANGE.

THE FOREGOING SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, HOWSOEVER CAUSED.

15. LIMITATION OF LIABILITY. NEITHER DATATRIL NOR ITS SUPPLIERS, DATATRIL'S, CONTRACTORS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR THE CONTENT, OR ANY TRACKING DEVICE, SHALL BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR ANY LOSS OF PROFITS OR REVENUE, LOSS OR INACCURACY OF DATA, FAILURE TO REALIZE EXPECTED RESULTS, REVENUES OR SAVINGS, ECONOMIC LOSS, INVASION OF PRIVACY OR ILLEGAL COLLECTION, USE OR DISCLOSURE OF PERSONAL INFORMATION BY YOU OR ANY THIRD PARTY, OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE PROCUREMENT), RESULTING FROM YOUR ACCESS TO, RELIANCE ON, OR USE

OF, OR INABILITY TO ACCESS OR USE THE SERVICE AND/OR THE DATA AND/OR THE CONTENT, OR ANY TRACKING DEVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DATATRIL KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR HAS BEEN ADVISED OF SUCH POSSIBILITY, OR SUCH POSSIBILITY IS REASONABLY FORESEEABLE. DATATRIL SHALL IN NO EVENT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION IN, OR LOSS, INJURY OR DAMAGE CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS OR INTERRUPTIONS IN THE SERVICE GENERALLY, AND ANY DATA, CONTENT OR SERVICES CONTAINED OR SUPPLIED THEREIN OR SUPPLIED SUBSEQUENTLY BY AGREEMENT BETWEEN THE PARTIES, OR FOR ANY MISUSE OR ILLEGAL USE OF THE SERVICE OR ANY TRACKING DEVICE BY YOU OR ANY THIRD PARTY. THE PARTIES AGREE THAT, IN ALL CASES, ANY CLAIM BY YOU FOR DAMAGES AGAINST DATATRIL ARISING FROM ANY ACCESS TO, USE OF OR RELIANCE ON A TRACKING DEVICE, THE SERVICE, THE DATA OR THE CONTENT, OR OTHERWISE ARISING UNDER THIS AGREEMENT, SHALL BE LIMITED TO YOUR PROVABLE DIRECT DAMAGES IN THE MAXIMUM AGGREGATE SUM OF ONE HUNDRED DOLLARS (\$100.00) IN LAWFUL CURRENCY OF CANADA. THE FOREGOING SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, HOWSOEVER CAUSED.

16. INDEMNIFICATION OF DATATRIL. YOU AGREE TO INDEMNIFY, DEFEND AND FOREVER HOLD HARMLESS DATATRIL, AND DATATRIL'S LICENSORS, SUPPLIERS, CONTRACTORS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES, SUITS AND EXPENSES (INCLUDING LAWYERS' FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO ANY TRACKING DEVICE, OR THE SERVICE, OR TO THE CONTENT, OR ANY BREACH OF THIS AGREEMENT OR ANY APPLICABLE LAWS BY YOU. THE FOREGOING SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, HOWSOEVER CAUSED.

17. CONFIDENTIALITY AND DATA STORAGE. You acknowledge and agree that the logic, structure, sequence and organization of the Service and the Content are the valuable trade secrets of DataTrail and are proprietary and confidential to DataTrail. Any use or disclosure, except as permitted by DataTrail, of such trade secrets and proprietary information would cause irreparable harm to DataTrail. You agree to hold such trade secrets and proprietary information in confidence and further agree to use the same solely in accordance with the provisions of this Agreement and you will not at any time during or after expiry or termination of this Agreement, disclose the same, whether directly or indirectly, to any third party without DataTrail's prior written consent.

DataTrail will treat Data created as a result of your use of the Service as confidential and will not disclose such Data to any third party except in accordance with the subject individual's consent or as permitted or required by law, including as set out in DataTrail's Privacy Policy or other policies of DataTrail in effect at the time. [DataTrail Privacy Policy](#)

DataTrail will comply with any lawful request for access to Data by governmental authorities, courts and tribunals, regulators or regulatory authorities and any other entity having lawful authority to compel DataTrail to provide or disclose Data. DataTrail accepts no responsibility to notify you of any such request for disclosure or DataTrail's compliance with such request and in fact doing so may be prohibited by law.

Pricing for the Service does not include long term storage of Data for you or on your behalf. DataTrail stores and makes available your Data only for limited periods of time, following which DataTrail has the right, but not the obligation, to delete your Data. DataTrail shall have no liability whatsoever to you for any deletion or loss of Data. While DataTrail accepts no obligation to do so, DataTrail generally retains Data for a reasonable period of time. DataTrail may agree with you, generally at an additional cost, to a specified retention period for your Data.

You agree to export and store in your own Computer or other facilities any Data you wish to retain. Any request by you, or on your behalf, to DataTrail for access to Data more than sixty (60) days old does not give rise to any obligation by DataTrail to provide access to such Data. In the event DataTrail agrees to attempt to provide access to such Data, DataTrail will attempt to provide such access on a commercially reasonable efforts basis only. Such access may be Additional Services, and subject to additional fees and charges, payable in advance, and DataTrail does not warrant or represent, or give any condition, that it will be successful in retrieving such Data or making it available, in whole or in part, to you.

Requests to DataTrail to delete all or any portion of Data created as a result of your use of the Service may be considered by DataTrail and, in the sole discretion of DataTrail, provided where reasonable, and reasonably possible to do so, provided that such deletion may constitute Additional Services and be available only on payment of further fees or charges.

18. LINKS TO THIRD PARTY SITES. DataTrail does not endorse any sites, content, information, data, products, services, software or resources on the Internet which may be linked to or made available through the Service or the Content. DataTrail provides any such links to you only as a matter of convenience, and in no event shall DataTrail be responsible for any content, information, data, products, services, software or resources, or other materials on or available from such sites, or for any inability to access such sites.

19. PASSWORD PROTECTION. You will safeguard the user name and password you use to access the Service and you will not disclose it to any unauthorized person. You represent and warrant to DataTrail that that any person using the Service with your user identification and password either is you or is fully authorized by you to act for you. You agree to notify DataTrail immediately of any unauthorized use of your password or account or any other breach of security or confidentiality.

20. USER RESPONSIBILITIES. You are solely responsible for any and all activities that occur under your account and you will ensure that you exit or log-off from your account at the end of each session of use. You will use commercially reasonable efforts to stop immediately any unauthorized copying or distribution of Content that is known or suspected by you under your account. DataTrail shall not in any event be liable for any unauthorized access to, or alteration of, your transmissions or data, or any material, information or data sent or received by you using the Service.

21. USE, STORAGE, AND OTHER LIMITATIONS. DataTrail reserves the right to establish or modify general practices and limits concerning use of the Service, including without limitation the maximum disk space that will be allotted on DataTrail servers as well as total volume of Data transmitted or accessible.

22. PRIVACY AND DATA. You confirm that you consent to any collection, use and disclosure by DataTrail of personal information required or occurring in association with providing the Service and the Content. You will not do or omit to do anything which contravenes any applicable law or regulation with respect to privacy or the collection, use, retention or disclosure of personal information. You further hereby consent to DataTrail and/or its suppliers, licensors or contractors reviewing and/or accessing any of your Data or Content, or other records, documents, information or Data belonging to you, in order to provide the Service and the Content. You may withdraw your consent at any time. For greater certainty, DataTrail will, to the extent required by law, request your consent to use or disclose your Personal Information for any other reason;

23. ADDITIONAL SERVICES. DataTrail accepts no obligation to provide Additional Services but may agree to do so. Additional Services may be subject to additional charges, costs or fees, which you agree to pay should you receive Additional Services.

24. UNDERLYING WIRELESS/CELLULAR CARRIER

a) You acknowledge that the services provided to DataTrail by the Underlying Carrier are made available only when the Tracking Device is in operating range of the facilities of the Underlying Carrier (including, if and as applicable, any third-party telecommunications service provider providing roaming data services). The services of the Underlying Carrier may be temporarily refused, interrupted, unavailable, or limited at any time because of: (i) limitations to the Underlying Carrier facilities; (ii) transmission limitations caused by atmospheric, topographical or other factors outside of the Underlying Carrier's reasonable control; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided by the Underlying Carrier. Individual data transmissions may be involuntarily delayed for a variety of reasons, including atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic location in which the Service (or underlying third-party services) are available from time to time, and gaps in coverage within said geographic locations.

b) You acknowledge and agree that DataTrail is acting as agent to the Underlying Carrier supplying services to DataTrail for the limited purpose of securing connectivity for Tracking Devices.

c) You acknowledge and agree that the Underlying Carrier's services do not include any voice services, emergency services, or "911" or equivalent services, that the SIM card or similar device supplied with a

Tracking Device may only be used in such Tracking Device and in no other wireless device, and that roaming may occur only incidentally to your use of the Service, and only in Canada.

d) You receive no property right in any identifier, including without limitation any cellular phone number, issued to you or associated with you with respect to any Tracking Device.

e) Unless otherwise confirmed in writing by DataTrail, you have no relationship whatsoever with the Underlying Carrier, and you are not, nor will you become, a third-party beneficiary of any agreement between DataTrail and the Underlying Carrier. You expressly understand and agree that you receive no representations, conditions, or warranties whatsoever from the Underlying Carrier, and the Underlying Carrier shall have no legal, equitable, or other liability of any kind to you, regardless of the form of the action, whether for breach of contract, warranty, negligence, tort, strict liability, or otherwise.

f) You will indemnify and hold harmless DataTrail and the Underlying Carrier, and its or their officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, infringement of copyright, or personal injury or death, arising in any way directly or indirectly in connection with this Agreement or the use, misuse, failure to use, or inability to use a Tracking Device. The foregoing indemnity shall survive the termination of this Agreement.

25. GENERAL MATTERS

a) This Agreement provides for licenses and services and is not a sale of goods. For greater certainty, the Parties agree that the *United Nations Convention on Contracts for the International Sale of Goods*, or any equivalent convention or treaty, shall not apply to this Agreement.

b) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be severed from this Agreement, with all other provisions remaining in full force and effect.

c) No joint venture, partnership, employment, or agency relationship exists between you and DataTrail as a result of this agreement or use of the Service.

d) The failure of DataTrail to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by DataTrail in writing.

e) This Agreement comprises the entire agreement between you and DataTrail with respect to the License and the Service, including the Content and the Data. This Agreement, together with the contents of any packaging in which a Tracking Device is sold, comprise the entire Agreement with respect to any such Tracking Device.