



**END USER LICENSE AGREEMENT
PLEASE READ CAREFULLY**

PLEASE READ THROUGH THIS END USER LICENSE AGREEMENT CAREFULLY. THIS AGREEMENT IS A LEGAL AND BINDING CONTRACT AND AGREEMENT BETWEEN YOU AND DATATRIL CORP. BY CLICKING "ACCEPT" AND/OR ACCESSING OR USING THE SERVICE AND/OR THE CONTENT, AND IN CONSIDERATION OF THE DATATRIL GRANTING THE LICENSE (AS DEFINED BELOW) TO YOU, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING ANY INTERNET LINKS INCLUDED OR REFERENCED. DATATRIL AND YOU ARE REFERRED TO INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES." DATATRIL SHALL HAVE THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME WITHOUT NOTICE.

Last Update – January 31, 2014

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

"Additional Services" means any other 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 and is applicable only in the case of an Annual Bundled Package and not otherwise;

"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 at least ten (10) days' notice before the end of the one year period in question of intention to not renew;

"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, location details, location history, movement or travel history, status messages, event notifications and similar data and information;

"Computer" means any computing or similar device, including without limitation a desk-top 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 to access and use the Service and download, view, use and experience the Content and the Data for lawful purposes only. **IT IS PROHIBITED UNDER THE LICENSE TO USE THE SERVICE OR ANY ASSOCIATED DEVICE (INCLUDING A "TRACKING DEVICE" AS DEFINED IN THE TRACKING DEVICE AGREEMENT, FOR ANY UNLAWFUL PURPOSE, INCLUDING ANY COLLECTION, USE OR DISCLOSURE OF PERSONAL INFORMATION ABOUT AN INDIVIDUAL PROHIBITED BY LAW, AND INCLUDING ANY INVASION OF PRIVACY OR OTHER ILLEGAL OR TORTIOUS CONDUCT);**

"Licensee" means You, and anyone acting with Your authority on Your behalf.

"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 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 (including "software as a service") and 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 to You by DataTrail;

"Third Party Service" means and includes any and all services provided to DataTrail 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. You accept and agree to all Third Party Terms and Conditions (attached below to this Agreement) as a condition of accessing the Service;

"You" means You as the Party entering into to this Agreement with DataTrail, but shall also include all individuals or persons using or accessing 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. For greater certainty, use of the term "Your" herein shall be the possessive pronoun used in reference to You.

2. Grant of License. In consideration of Your payment, or, as applicable, payments on Your behalf, made to DataTrail or its agents, DataTrail hereby grants the License to You on the following terms and conditions:

a) You are permitted to use the Service, the Data and the Content only for lawful personal or business use and 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 obtain such individuals' consent to have You collect such personal information on behalf of DataTrail;

b) 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 as a service bureau or application service provider providing Data or Content to third parties;

c) You will not use the Service, or permit it to be used, to invade the privacy of any individual or to capture, use or disclose the confidential information of any person or entity;

d) The License is personal to You and may not be assigned, sub-licensed or transferred;

e) The License may be revoked or the terms and conditions of this Agreement (including the License) varied at any time by DataTrail without notice to You, provided that, while DataTrail shall have no obligation to give notice, DataTrail may, at its option, give such notice by either i) DataTrail requiring You to accept a new click-through license agreement or ii) DataTrail posting notice of such revocation or variation in the Service as accessed by You;

f) 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 DataTrail;

g) Access to the Service, the Data and the Content is licensed, not sold;

h) All rights not expressly granted to You are retained and reserved 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;

i) You will be entitled to access the Service subject to the License but You do so solely at Your own risk and You fully accept sole responsibility for so doing;

j) You are solely 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;

k) You will not reverse engineer, decompile or disassemble the Content or the Service or attempt to do any of the foregoing;

l) 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;

m) You consent and agree to contract electronically with DataTrail and confirm such consent and agreement for the purposes of this Agreement;

n) You consent to the collection, use and disclosure of Your personal information for the purposes of providing the Service to You as well as contacting You with information that relates to the Service or that otherwise may be of interest to You (including marketing information and offers from DataTrail or its partners, service providers or licensors), or that DataTrail believes is important for You to receive; and

p) 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.

The Service and the Content may be amended, modified, enhanced, improved or edited, or all or any portion of the Service or the Content 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.

3. Term and Termination. This Agreement shall commence upon acceptance by You and shall continue thereafter until terminated as provided in this Agreement. 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 as described in Section 13 – User Conduct 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.

Upon termination of this Agreement for any reason, You 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; and

c) DataTrail shall have the right, 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, and DataTrail shall have no further obligation to You with respect to Your Data after any termination or cancellation of this Agreement.

Excluding 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 by 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.

Annual Bundled Packages: 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.

4. 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 by automatic payment via credit card for the current month based on the Effective Date. DataTrail may, on giving two (2) business days' notice to You and without prejudice to any of DataTrail's other remedies, suspend or discontinue services 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.

5. DISCLAIMER OF WARRANTIES AND CONDITIONS THE SERVICE, INCLUDING THE DATA AND THE CONTENT 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 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.

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, AND ANY LIABILITY TO YOU WITH RESPECT TO A TRACKING DEVICE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE CONTRACT OF SALE OF SUCH TRACKING DEVICE TO YOU AS AN ORIGINAL PURCHASER.

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, WAR, INSURRECTION, LABOUR UNREST, CIVIL UNREST, FAILURE OF COMPUTERS, NETWORKS (INCLUDING THE INTERNET), SYSTEMS OR INFRASTRUCTURE, ACTS OF GOD, EXTREME WEATHER, FIRE, OR FLOODS.

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

6. 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 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, 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 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 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.

7. 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 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.

8. 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 person 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 [[link to Policy](#)] or other policies of DataTrail in effect at the time.

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.

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. You agree to export and store in Your own Computer or other facilities any Data You wish to retain for any period greater than sixty (60) days. 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.

9. 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.

10. 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.

11. User Responsibilities. You are solely responsible for any and all activities that occur under Your account and ensuring that You exit or log-off from Your account at the end of each session of use. You will also use commercially reasonable efforts to stop immediately any 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.

12. 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.

13. User Conduct You agree to fully comply with all applicable local, provincial, state, national and foreign laws, treaties and regulations in connection with the Service, the Data and the Content. In addition,

without limitation, You agree not to use the Service to: (a) illegally collect, use, store or disclose personal information about any individual without their consent and knowledge except as may be otherwise permitted by applicable privacy legislation; (b) 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; (c) transmit any material that contains software viruses or other harmful or deleterious computer code or malware; (d) interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service; (f) harass or interfere with another user's use or enjoyment of the Service; (g) place any undue load or demands on the Service; or (h) generate or transmit bulk unsolicited commercial email or "spam."

In the event of any breach by You of any of the foregoing, or in the event that DataTrail is required to do so (a) to prevent to prevent damage, interference, failure or degradation to the Service, networks, components, or any other equipment provided by DataTrail or a third party; (b) to comply with any law, regulation, court order or other governmental request or order having the force of law; (c) 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, DataTrail shall have the right, without any liability whatsoever to You, to 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.

14. 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 request Your consent to use or disclose Your Personal Information for any other reason;

15. 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.

16. General Matters

a) 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.

b) You irrevocably attorn to the non-exclusive jurisdiction of the Court of Queen'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. 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 DataTrail to seek injunctive or other equitable relief, DataTrail 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.

c) 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 shall not apply to this Agreement.

d) 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.

- e) No joint venture, partnership, employment, or agency relationship exists between You and DataTrail as a result of this agreement or use of the Service.
- f) The failure of either Party 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 the other Party in writing.
- g) This Agreement comprises the entire agreement between You and DataTrail with respect to the License but otherwise does not act so as to supersede, repeal or modify any other agreement between the Parties.
- h) Other trademarks, logos and designs used with or appearing with the Service are trademarks of DataTrail's licensors or suppliers, all rights reserved.

THIRD PARTY TERMS AND CONDITIONS

Google Maps and Earth Enterprise Universal Acceptable Use Policy

Google customers ("You(r)") access to or use of Google's software, services or content ("Products") is subject to this Google Maps and Earth Enterprise Universal Acceptable Use Policy ("UAUP"). Except as otherwise explicitly authorized in writing by Google, You agree not to, and not to allow third parties (including their end users), to use the Products as follows:

- to threaten, violate, or encourage the violation of the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- to intentionally distribute viruses, worms, trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; to interfere with the use of the Products, or the equipment used to provide the Products, by customers, authorized resellers, or other authorized users; to use the Products, or any Product component, in a manner not authorized by Google;
- to, unless otherwise authorized in advance and in writing by Google, pre-fetch, retrieve, cache, index, or store any Google content, or any portion of Google's services with the exception being You may store limited amounts of Google content solely to improve the performance of the Your Product implementation. To store limited amounts of Google content You must do so temporarily, securely, and in a manner that 1) does not permit use of the Google content outside of Google's services, 2) is session based only (once the browser is closed, any additional storage is prohibited), 3) does not aggregate or manipulate any Google content or portion of the Google services, 4) does not prohibit Google from tracking usage limits and 5) does not modify and adjust attribution;
- to alter, disable, reverse-engineer, interfere with, circumvent, copy, translate, or create a derivative work of, any aspect of the Products (except to the extent applicable laws specifically prohibit this restriction);
- to remove, modify, or obscure any trademarks, service marks or other marks, links, or notices appearing in the Products; to violate the product documentation or violate Google's Software Principles (available at http://www.google.com/intl/en/corporate/software_principles.html or such successor URL as Google may provide);
- to surpass usage limits in any applicable terms of service or product documentation;
- to upload, post, email or transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of such rights or have the permission of the owner to post such content;

- to use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Products or collect information about users for any unauthorized purpose;
- to submit content that falsely expresses or implies that such content is sponsored or endorsed by Google;
- to promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual; or
- to loan, sell, lease or use for timesharing or service bureau purposes the Products or any Product component.
- THE PRODUCTS AND SERVICES ARE NOT DESIGNED, INTENDED OR MANUFACTURED FOR HIGH RISK ACTIVITIES. "High Risk Activities" means uses like the operation of emergency services, nuclear facilities, air traffic control or life support systems, reliance on the positional accuracy of the Products for operational targeting or precise navigation, or where the use or failure of the Services could lead to death, personal injury, or environmental damage.

Failure to comply with this UAUP may constitute a breach of your written agreement with Google and may further result in suspension or termination, or both, of Your Product use. Google reserves the right to pursue all remedies available to it under your agreement's terms. If Your agreement's terms modify the UAUP's terms, Your agreement's terms will supercede.

THIRD PARTY WIRELESS CARRIER END USER TERMS

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- (i) the Licensee;
 - (ii) a person who, in the reasonable judgment of DataTrail, is seeking the information as an agent of the Licensee;
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Express consent may be taken to be given by a Licensee where the Licensee provides:

- (i) written consent;
- (ii) oral confirmation verified by an independent third party;
- (iii) electronic confirmation through the use of a toll-free number;
- (iv) electronic confirmation via the Internet;
- (v) oral consent, where an audio recording of the consent is retained by DataTrail; or
- (vi) consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

6. Limits on Liability for Emergency Service Provided on a Mandatory Basis

This subsection applies only to the provision of emergency services on a mandatory basis. In respect of the provision of emergency services on a mandatory basis, DataTrail is not liable for:

- a) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over DataTrail's network from Licensee's property or premises or recorded by Licensee's equipment or DataTrail's equipment;
 - (i) damages arising out of Licensee's act, default, neglect or omission in the use or operation of equipment provided by DataTrail;
 - (ii) damages arising out of the transmission of material or messages over DataTrail's network on Licensee's behalf which is in any way unlawful; or
 - (iii) any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from Licensee's facilities and equipment.

- b) Furthermore, except in cases where negligence on DataTrail's part results in physical injury, death or damage to Licensee's property or premises, DataTrail's liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of \$20 and three times the amount (if any) DataTrail would otherwise be entitled to receive as a refund for the provision of defective service under this agreement. However, DataTrail's liability is not limited by this subsection in cases of deliberate fault, gross negligence or anti competitive

conduct on DataTrail's part or in cases of breach of contract where the breach results from DataTrail's gross negligence.

7. Licensee HEREBY ACKNOWLEDGES THAT DataTrail IS ACTING AS AGENT TO THE UNDERLYING CARRIER SUPPLYING SERVICES TO DataTrail FOR THE LIMITED PURPOSE OF SECURING PERFORMANCE OF THE FOREGOING PROVISIONS.
8. THE UNDERLYING CARRIER'S SERVICES DO NOT INCLUDE ANY VOICE SERVICES.
9. THE SIM SUPPLIED WITH THE EQUIPMENT MAY ONLY BE USED IN SUCH EQUIPMENT AND IN NO OTHER WIRELESS DEVICE.
10. Roaming End Users may only roam incidentally to their use of the Service in Canada