



TRACKING DEVICE AGREEMENT

Thank you for your purchase of the Tracking Device that will be used in conjunction with the miTrail™ Solution. The Tracking Device and the miTrail Solution are marketed, operated and sold by DataTrail Corp. Your Tracking Device is sold to you subject to the terms and conditions set out in this Agreement. By purchasing your Tracking Device, you accept and agree to all the terms and conditions of this Agreement. If you do not agree to these terms and conditions, You may return your Tracking Device for a refund as provided below.

DataTrail may market and sell a variety of Tracking Devices. Some are portable and battery operated, while others are intended to be hardwired or plugged into compatible vehicles. This Agreement applies to all Tracking Devices provided by DataTrail as of the date of your purchase of your Tracking Device. Consult any additional documentation that comes with your Tracking Device for further information.

LAWFUL USE ONLY: Your Tracking Device logs and collects 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 the 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 of your Tracking Device.

SUBSCRIPTION TO THE SERVICE: In order to set up and use your Tracking Device, you must subscribe for the miTrail Service (the "Service"), and to do so, you will be required to enter into a contract with DataTrail under our End User License Agreement. Use of the Tracking Device is not possible without subscribing to the Service. The miTrail End User License Agreement is posted at miTrail.com/docs/EULA.html. You will have an opportunity to review the End User License Agreement prior to accepting it, which you will be required to do on your first login to set up the Service and choose which payment plan is best for you.

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.

CELLULAR 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 miTrail Service as described in this Agreement and the End User License Agreement.

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

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.

TRACKING DEVICE LIMITED WARRANTY: DataTrail gives the following 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").

The foregoing warranty does NOT cover and expressly excludes: 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, nor does it cover 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 or installation, 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 anyone other than DataTrail.

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.

DISCLAIMERS AND LIMITATIONS: EXCEPT AS EXPRESSLY STATED HEREIN, DATATRIL DISCLAIMS AND DOES NOT GIVE YOU ANY OTHER WARRANTY, GUARANTEE OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR TRACKING DEVICE, WHETHER UNDER ANY STATUTE, REGULATION OR OTHER LAW, OR PURSUANT TO ANY CUSTOM OR USAGE OF TRADE. THE AGGREGATE OF ALL LIABILITY ON THE PART OF DATATRIL FOR BREACH OF ANY WARRANTY, REPRESENTATION, TERM OR CONDITION CONTAINED IN THIS AGREEMENT OR ANY OTHER BREACH GIVING RISE TO LIABILITY, OR FOR ANY USE OR MISUSE BY YOU OF ANY TRACKING DEVICE, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, PRODUCT LIABILITY, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE, BREACH OF ANY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE EXCLUSIVELY LIMITED TO THE OBLIGATIONS OF DATATRIL UNDER THE ABOVE LIMITED WARRANTY AND, IN ANY EVENT, TO YOUR ACTUAL DIRECT PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF YOUR TRACKING DEVICE.

YOU AGREE THAT, EVEN IF DATATRIL HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT WILL DATATRIL BE LIABLE FOR ANY DAMAGES IN THE NATURE OF PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST BUSINESS REVENUE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, ECONOMIC LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY.

THE LIMITATIONS HEREIN PROVIDED SHALL ENURE TO THE BENEFIT OF DATATRIL AND ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, SUB-CONTRACTORS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable in Alberta. Any dispute arising under this Agreement or with respect to the Tracking Device will be heard before the courts of Alberta, sitting at Calgary. You irrevocably attorn to the non-exclusive jurisdiction of the courts of Alberta, without regard to the conflicts of laws provisions of such courts. You undertake and agree that you will not commence any action against DataTrail by way of class proceedings.

END USER LICENSE AGREEMENT: The miTrail Service (required to set up and use your Tracking Device) is provided subject to the terms and conditions of the miTrail End User License Agreement, posted online at miTrail.com/docs/EULA.html. The terms and conditions of the End User License Agreement are in addition to the terms and conditions in this Agreement.

The End User License Agreement provides you with a number of options with respect to the plan you may wish to subscribe for. Different plans have different levels of reporting and different tracking intervals and may have different pricing. Except for Annual Bundled Packages, there is no fixed term and you may cancel the End User License Agreement at any time on 5 days notice to miTrail Customer Service as provided in the End User License Agreement or by using the contact information below:

Support email:	support@mitrail.com
Telephone:	877.702.2294
Facsimile:	403-770-8758

You will not be entitled to any refund of any fees prepaid for the month in which you terminate.

Upon subscribing for the Service, you agree that you will be responsible for, and will pay to DataTrail, all applicable payments, plus any additional taxes, including GST and HST, as applicable, as set out in the End User License Agreement.

Required payments and your ability to terminate will depend on the payment package you choose when you subscribe for the Service. Certain One Time Charges (set up fees) are payable via credit card at the time of service activation via credit card.

ANNUAL BUNDLED PACKAGE: Annual bundled packages will remain in effect for one year, subject to any additional terms and conditions applicable with respect to such package. Annual bundled packages automatically renew at the end of the first year unless you or DataTrail provide the other at least 10 days before the expiry of the applicable year with notice of intention to not renew the package.

MONTHLY PACKAGES: You will be pre-billed monthly by automatic payment via credit card for the current month based on the Effective Date, being the date on which you enter into the End User License Agreement.

ALL PACKAGES: DataTrail may, on giving two (2) business days written notice to you, and without prejudice to any of its other remedies, discontinue the Service under the End User License 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 your Invoice, after which Invoice amounts will be deemed to be correct.

IMPORTANT PROVISIONS IN THE END USER LICENSE AGREEMENT: In the event of any dispute between the following and the End User License Agreement, the provisions of the End User License Agreement shall take priority. DataTrail shall have the option, without any liability to you, to immediately suspend provision of the Service under the End User License Agreement upon the occurrence of any one of the following events: (i) failure by you to pay when due. (ii) you file or consent to file any petition or action seeking relief under any federal, provincial or foreign bankruptcy, insolvency, reorganization, winding up, readjustment of debts or other similar law; (iii) you make a general assignment for the benefit of your creditors, apply for or consent to the appointment of or taking of possession of assets by a custodian, receiver, bailiff, receiver-manager, trustee, liquidator or other entity with similar powers; (iv) you become insolvent, or are generally not paying, or admit in writing your inability to pay your debts as they become due. In addition to DataTrail's right to suspend performance pursuant to the foregoing, where any one of the events described in the foregoing has occurred, and is then continuing, or continues to occur, DataTrail may terminate the End User License Agreement and the Service upon two (2) business days notice and you agree to pay DataTrail for the Service provided up to and including the suspension or termination date, as applicable.

In addition to termination referred to above, DataTrail may immediately restrict access to the Service for any of the following reasons: (a) 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 will make reasonable efforts to provide prior notice of its intention to restrict or suspend the Service as soon as is reasonably possible, taking into account the circumstances of the situation.

The Service is not provided to you exclusively by DataTrail. The Service requires products and/or services and/or data or data feeds from third party suppliers to DataTrail. Under no circumstances will DataTrail have any greater liability to you than the liability of such suppliers to DataTrail.

The End User License Agreement limits DataTrail's liability to you, limits your legal rights and remedies and caps the amount of potential liability of DataTrail to you for any claim. In the event of

© DataTrail, 2014, all rights reserved. miTrail is a trademark of DataTrail Corp., all rights reserved.