

INTELLITRACK INC. ("ITI") IS WILLING TO GRANT YOU RIGHTS TO ESTABLISH AN ACCOUNT AND TO USE THE SERVICES PROVIDED BY THIS SITE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ THE TERMS CAREFULLY. BY SUBMITTING AN ORDER FOR SERVICES OR SIGNING THE SERVICES QUOTE, YOU WILL INDICATE YOUR AGREEMENT WITH THEM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY OR PERSON, YOUR ACCEPTANCE REPRESENTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY OR PERSON TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY OR PERSON, THEN ITI IS UNWILLING TO GRANT YOU RIGHTS TO ESTABLISH AN ACCOUNT AND TO USE THE SERVICES PROVIDED BY THIS SITE.

SOFTWARE AS A SERVICE AGREEMENT

Effective Date: December 1, 2017

1. Parties. The parties to this legal Agreement are you, and the owner of this intellitrack.net website business, ITI. If you are not acting on behalf of yourself as an individual, then "you", "your", and "yourself" means your company or organization or the person you are representing. All references to "we", "us", "our", "this website" or "this site" shall be construed to mean this intellitrack.net website business and ITI.
2. Agreement. The legal Agreement between you and ITI consists of this SOFTWARE AS A SERVICE AGREEMENT, plus our Terms of Use and Privacy Policy which are incorporated herein and accessible on this site's home page. If there is any conflict between this SOFTWARE AS A SERVICE AGREEMENT and the Terms of Use, this SOFTWARE AS A SERVICE AGREEMENT shall take precedence.
3. Modification of Agreement. We reserve the right to modify this Agreement at any time by posting an amended Agreement that is always accessible through a link on this site's home page and/or by giving you prior notice of a modification. You should check this Agreement periodically for modifications by scrolling to the bottom of this page for a listing of material modifications and their effective dates. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF AN AMENDED AGREEMENT OR PROVIDING YOU NOTICE OF A MODIFICATION WILL CONSTITUTE BINDING ACCEPTANCE.

4. Subscription Services. Subscription services include the IntelliTrack Inventory and IntelliTrack Assets applications ("Services"). We reserve the right to update and modify the Services from time to time.

5. Subscription Use and Restrictions. Subject to the terms and conditions of this Agreement, our Terms of Use, and our Privacy Policy, you may access and use this site's Services, but only for your own internal purposes. All rights not expressly granted in this Agreement are reserved by us and our licensors.

5.1 You will be granted authorized login protocols for the Services, and you agree not to use the Services more than your authorized login protocols. You agree not to access (or attempt to access) this site by any means other than through the interfaces we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this site.

5.2 You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the site, its Services or content; (ii) modify or make derivative works based upon the site, its Services or content; (iii) "frame" or "mirror" any site, its Services or content on any other server or Internet-enabled device; or (iv) reverse engineer, decompile, or disassemble the Services or their enabling software for any purpose.

5.3 You are not authorized to use our Services or servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable. The designation of any such materials is entirely at our sole discretion.

6. Ownership. The material provided on this site and via our Services is protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property rights in this material are owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.

7. Charges and Payment of Fees. You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The first month charges will be pro-rated, based on the day of the month that your order is submitted to ("ITI"). Full payments will then be made on the 1st of every month, unless otherwise mutually agreed upon in writing. You must provide ITI with valid credit card information as a

condition to signing up for the Service. ITI reserves the right to modify its fees and charges and to introduce new charges at any time, of which adequate notice will be provided.

8. **Billing and Renewal.** ITI will automatically renew your subscription and bill your credit card monthly or as otherwise mutually agreed upon. The renewal charge will be equal to the then current monthly rate in effect during the prior term, unless ITI has given prior notice of a fee increase, which shall be effective upon renewal and thereafter. You agree to provide ITI will complete and accurate billing and contact information. If you believe your billing to be incorrect you have 60 days from the invoice date to contact us in writing to be eligible for an adjustment or credit.

9. **Non-Payment and Suspension of Service.** In addition to any other rights granted to ITI herein, ITI reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged during any period of suspension. If you or ITI initiates termination of this Agreement, you will be obligated to pay the balance due for the current term in addition to all outstanding balances. ITI reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that ITI has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

10. **Termination.** You agree that we may terminate your account and access to the Services for cause without prior notice, upon the occurrence of any one of the following: (i) any material breach of this Agreement, including without limitation any failure to pay fees as they become due or any unauthorized use of the site or Services, or (ii) requests by law enforcement or other government agencies. Termination of your account includes (i) removal of access to all Services, and (ii) deletion of your login data, password, and all related information. Further, you agree that all terminations shall be made in our sole discretion, and that we will not be liable to you or any third-party for any termination of your account or access to Services. If we elect to terminate this Agreement for cause, we may elect, in our sole discretion, not to refund any prepaid fees or other amounts to you.

11. **Cancelling your Service.** You may cancel your service in writing at any time. Your termination date will be established as 30 days upon our receipt of your notification. After once we process your cancellation request, you will receive your last invoice covering the final month in which the termination date occurs (Termination Month). Your service will continue for the entire Termination Month, and you will be billed for that month in full. Monthly fees will not be refunded or pro-rated under these terms and conditions.

12. Technical Support. Technical Support shall be provided by email and telephone, Weekdays 8 AM to 5 PM Eastern time.

13. Warranty Disclaimers. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES, CONTENT, AND/OR PRODUCTS ON THIS SITE ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS, SERVICES, AND/OR CONTENT. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES OR SEPARATE AGREEMENT ORIGINATING FROM THIS SITE, THIS SITE AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS SITE OR PRODUCTS, SERVICES AND/OR CONTENT ACQUIRED FROM THIS SITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS SITE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. NO PURCHASE OR USE OF THE ITEMS OFFERED BY THIS SITE IS AUTHORIZED HEREUNDER EXCEPT UNDER THESE DISCLAIMERS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Internet Delays. ITI SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ITI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. **Confidential Information.** You agree that all non-public information that we provide regarding the Services, including without limitation, our pricing, marketing methodology, and business processes, is our proprietary confidential information. You agree to use this confidential information only for purposes of exercising your rights as our affiliate while in strict compliance with this Agreement, and you further agree not to use or disclose this confidential information for a period of three (3) years after termination as our affiliate.

17. **Intended For Use Only In The United States.** This site is intended for use only from within the United States. We do not represent that this site is appropriate for use elsewhere. Access to this site from locations where its contents are illegal is not authorized.

18. **Onward Transfer of Personal Information Outside Your Country of Residence.** Any personal information which we may collect on this site will be stored and processed in our servers located only in the United States. If you reside outside the United States, you consent to the transfer of personal information outside your country of residence to the United States.

19. **Export Control.** This site provides Services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site and Services shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

20. **Registration Data.** Registration is required for you to establish an account at this site. You agree (i) to provide certain current, complete, and accurate information about you as prompted to do so by our online registration form ("Registration Data"), and (ii) to maintain and update such Registration Data as required to keep such information current, complete and accurate. You warrant that your Registration Data is and will continue to be accurate and current, and that you are authorized to provide such Registration Data. You authorize us to verify your Registration Data at

any time. If any Registration Data that you provide is untrue, inaccurate, not current or incomplete, we retain the right, in its sole discretion, to suspend or terminate rights to use your account. Solely to enable us to use information you supply us internally, so that we are not violating any rights you might have in that information, you grant to us a nonexclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by our computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by us in each case by any method or means or in any medium whether now known or hereafter devised.

21. **Monitoring.** We reserve the right to monitor your access and use of this website without notification to you. We may record or log your use in a manner as set out in our Privacy Policy that is accessible through the Privacy Policy link on this site's home page.

22. **Security.** You shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of your link to the Internet. We shall implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from our failure to perform the forgoing obligations, you agree that we shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to us at the time. We will promptly report to you any unauthorized access to your data promptly upon discovery by us, and we will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in your data is required, you shall be solely responsible for any and all such notifications at your expense.

23. **Notices.** We may give notice to you by means of (i) a general notice in your account information, (ii) by electronic mail to your e-mail address on record in your Registration Data, or (iii) by written communication sent by first class mail or pre-paid post to your address on record in your Registration Data. Such notice shall be deemed to have been given upon the expiration of forty eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to us (such notice shall be deemed given when received by us) at any time by any of the following: (a) by letter sent by confirmed facsimile to us at the following fax number, 410-771-3061; or (b) by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to us as follows: IntelliTrack Inc., 909 Ridgebrook Road, Suite 100 C, Sparks, MD 21152, in either case, addressed to the attention of "President of the Company". Notices will not be effective unless sent in accordance with the above requirements.

24. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Hunt Valley, Maryland, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Maryland, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

25. Jurisdiction and Venue; Applicable Law. The courts of Baltimore County in the State of Maryland, USA and the nearest U.S. District Court shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under this Agreement. The laws of the State of Maryland, USA shall apply to all issues in dispute, excluding its rules regarding conflicts of law.

26. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

27. Force Majeure. We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

28. Survival. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include, without limitation, the following: License Restrictions, Warranty Disclaimer, Limitation of Liability, Privacy and Security, Notices, Arbitration, Jurisdiction and Venue, Severability, Force Majeure, and Miscellaneous.

29. U.S. Government End-Users. We provide the Web Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Web Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. Unpublished-rights reserved under the copyright laws of the United States.

30. Miscellaneous. This Agreement, our Terms of Use, and our Privacy Policy (collectively the "Website Terms and Conditions") constitute the entire understanding of the parties with respect to this site and merges all prior communications, representations, and agreements. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This license is written in English, and English is its controlling language. If you are located outside the U.S., then the following provisions shall apply: (i) Les parties aux presentes confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui siy rattache, soient rediges en langue anglaise (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language."); and (ii) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use this site, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this agreement enforceable.

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Material Modifications Since January 1, 2011:

March 27, 2013 Address Change

December 1, 2017 Product name change from eDMS to IntelliTrack Inventory and IntelliTrack Assets