

Outdoorlink International License Agreement and Limited Warranty

This Outdoorlink International License Agreement and Limited Warranty (this “Agreement”) is incorporated by reference into each Outdoorlink International Order Form (each, an “Order”) executed by a Customer (the “Customer”) purchasing one or more Device(s) (as defined below) from Outdoorlink International, LLC, an Alabama limited liability company (“Outdoorlink International”), and governs the Customer’s access and use of the Software and the Limited Warranty provided by OutdoorLink International with respect to the Software and the Device(s) purchased by the Customer. By executing an Order, Customer agrees to be bound by the terms of this Agreement. For avoidance of doubt, any additional Device(s) purchased pursuant to one or more subsequent Order(s) by and between Customer and Outdoorlink International shall be subject to this Agreement and shall be subject to the same Term (as hereinafter defined) as the initial Order executed by Customer. Terms not defined here shall have the meaning assigned in the Order. As used in this Agreement, (a) the term “Devices” shall mean, collectively, all M2M cellular controllers, together with all related accessories, purchased by the Customer pursuant to the Order; and (b) the term “Services” shall mean, collectively, all communication, connectivity, and Device management services provided to and through the Devices through the use of the Software, together with any related Services which Outdoorlink International may make available to the Customer through the Software from time to time.

SECTION 1. GRANT OF LICENSE; OWNERSHIP

1.1 License.

In consideration of Customer’s payment of the charges as set forth in the Order, Outdoorlink International hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license during the Term (as hereinafter defined) to (a) access and use the Software via the internet to operate the Device(s) and use the Services in accordance with the terms of this Agreement and (b) use the documentation provided by Outdoorlink International in support thereof. Customer may not use, copy, further sublicense, or modify the Software, except as expressly authorized by Outdoorlink International in writing. If Customer uses, copies, displays, or modifies the Software in any way not expressly authorized hereunder, this Agreement and Customer’s license hereunder shall automatically terminate.

1.2 Services.

During the Term, Outdoorlink International, its affiliates, or their respective suppliers, providers, appointees, or agents, as applicable, shall provide to Customer the Services purchased pursuant to the Order. Outdoorlink International may appoint and designate any of its affiliates or one or more suppliers, providers, appointees, or agents to fulfill its obligations to provide the Services to the Customer. Outdoorlink International (together with its affiliates, as applicable) is and shall be the exclusive provider of the Services required to operate and use the Device(s) and Software. Provision of the Services by Outdoorlink International shall be conditioned upon the receipt by Outdoorlink International of the fully executed Order and registration and activation of such Device using the Software.

1.3 Use Restrictions.

Customer shall not use the Device(s), the Software or any documentation provided by Outdoorlink International in support thereof for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Device(s), the Software or any documentation provided by Outdoorlink International in support thereof, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Device(s), the Software or any documentation provided by Outdoorlink International in support thereof; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Device(s), the Software or any documentation provided by Outdoorlink International in support thereof; or (v) use the Device(s), the Software or any documentation provided by Outdoorlink International in support thereof in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

1.4 Ownership.

Except for title to the Devices purchased by Customer pursuant to the Order, as between Customer and Outdoorlink International, without exception, all right, title and interest in and to all intellectual property rights in the Device(s), the Software, and all documentation provided by Outdoorlink International in support thereof or other products produced and

provided to Customer under the Order and this Agreement, if any, and specifically including any improvements and derivative works made to or derived from such products, shall be the property of Outdoorlink International. Customer hereby unconditionally and irrevocably assigns to Outdoorlink International all of Customer's right, title, and interest in and to any intellectual property rights that Customer may now or hereafter have in or relating to the Devices, the Software, all documentation provided by Outdoorlink International in support thereof (including any rights in improvements or derivative works relating to any of the foregoing).

1.5 Term; Termination.

For purposes of this Agreement, the "Initial Term" will mean the period commencing upon the date the Device(s) referenced in the applicable Order is tendered by Outdoorlink International to the applicable common carrier at the place of shipment (the "Ship Date"), unless expressly set forth otherwise in the applicable Order, and concluding on the date that is one (1) year thereafter; provided that this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; and together with the Initial Term, collectively, the "Term").

During any Renewal Term, this Agreement may be terminated by either party upon thirty (30) days prior written notice.

Notwithstanding the foregoing, Outdoorlink International may, at its option and effective immediately upon written notice to Customer, terminate this Agreement and the license granted hereunder if Customer fails to comply with the terms and conditions described herein.

If this Agreement is terminated by either party, for any reason (other than by Outdoorlink International pursuant to Section 7.12), or the Services to one or more Devices (each a "Terminated Device") are terminated by either party for any reason (other than by Outdoorlink International pursuant to Section 7.12), as permitted hereunder, at any time prior to the expiration of the Initial Term, Customer shall pay to Outdoorlink International, immediately upon demand, a lump sum equal to fifty percent (50%) of the total Service Fees that would be required to be paid by Customer for the remainder of the Initial Term as if such termination did not occur.

SECTION 2. BILLING AND PAYMENT

2.1 Fees.

Customer agrees to pay to Outdoorlink International all fees set forth in the applicable Order (collectively, the "Fees"), which Fees shall include, as applicable, the price for such Device as set forth in the applicable Order (the "Unit Price"), the recurring Service Fees, and any additional fees that may be set forth in the Order, in all cases in accordance with Section 2.2. The Fees shall be due and payable upon commencement of the Term, and otherwise in accordance with Section 2.2, regardless of whether such Device has been installed or activated or is otherwise being put to use by Customer at such time. The Service Fees payable by Customer shall be subject to a three percent (3%) year-over-year increase effective upon the commencement of each Renewal Term. Without limitation to the foregoing, Outdoorlink International may further increase or modify the Service Fees upon thirty (30) days prior written notice to the Customer. To the extent the Term of this Agreement begins on a day that is not the first day of a calendar month, Service Fees shall be prorated based on the number of days in such calendar month following the date on which the Term commenced.

2.2 Terms of Payment.

All Service Fees (and any other amounts payable by Customer hereunder) shall be due and payable within thirty (30) days of receipt by Customer of an invoice from Outdoorlink International. All Fees, and all other amounts payable hereunder, shall be in US Dollars. Outdoorlink International may, at its option, suspend or terminate the Services, or a portion of the Services, as applicable, due to any non-payment or late payment by Customer.

2.3 Mandatory Upgrades.

Customer agrees that if updates in technology or other developments or requirements require upgrades or replacements to the Device(s) and/or the Software to allow continued Services pursuant to this Agreement (including, but not limited to, updates and replacements of to the modem cards, changes to network service infrastructure or changes to the electrical network), Customer authorizes Outdoorlink International to make such upgrades or replacements and Customer shall pay Outdoorlink International the costs of such upgrade or replacement (which costs shall include, without limitation, Outdoorlink International's then current list price for any required replacement or upgraded components, together with any reasonable expenses incurred by Outdoorlink International in connection with such upgrade or replacement, including labor and permitting costs) following receipt of an invoice from Outdoorlink International and otherwise in accordance with Section 2.2.

2.4 Add-On Services.

To the extent Customer has elected to receive any additional services by so indicating in one or more Order(s) executed by Customer during the Term, such additional services will be activated, and the additional fees with respect thereto will be incurred, as set forth in the applicable Order. All such additional fees set forth in an Order will be included within the definition of the term "Fees" as used herein.

2.5 Data Overage.

Unless otherwise expressly agreed to and set forth on the Order, each Device has a monthly limit of 1 MB of transmission usage per Device (the "Transmission Limit"). Outdoorlink International will charge Customer "Overage Charges" at the lesser of the following rates: (a) \$0.10 USD for each 1KB exceeding the Transmission Limit or (b) \$5.00 USD for each 100KB exceeding the Transmission Limit.

2.6 Taxes and Fees.

Each party shall be responsible for its respective present and future taxes, duties, tariffs, fees, and other charges, including, but not limited to, sales, income, excise, import, purchase, use, turnover, value added, consumption, gross receipts, gross wages, withholding and similar assessments imposed upon the responsible party by any taxing authority because of the performance of the responsible Party's duties and responsibilities hereunder.

Customer shall be responsible for any wire transfer fees incurred in connection with any payment hereunder. Further, Customer acknowledges and agrees that payment by credit card will incur an automatic fee equal to 3% of the invoiced amount.

2.7 Shipment and Delivery of Device(s).

Outdoorlink International shall deliver the Device(s) in accordance with the commercial shipping terms set out in the relevant Order using Outdoorlink International's standard method for packaging and shipping. Customer shall be responsible for instructing Outdoorlink International in writing of any labeling or documentation requirements under the laws of the destination jurisdiction or other applicable customs laws, and Outdoorlink International shall not be responsible or liable to Customer for any shipment delay or non-delivery unless arising solely from Outdoorlink International's non-compliance with the Customer's written instructions. Notwithstanding anything set forth herein or in any Order to the contrary, Customer shall assume title and risk of loss of each Device upon Outdoorlink International's tender of such goods to the applicable common carrier at the place of shipment.

SECTION 3. LIMITED WARRANTIES**3.1 Device Limited Warranty.**

Outdoorlink International provides the Limited Warranty set forth below with respect to each Device, in lieu of all other warranties, express or implied, as to the products described herein.

(a) Outdoorlink International warrants that, subject to the limitations and conditions contained in this Limited Warranty, Outdoorlink International shall, at its option, replace or repair each Device that fails due to a manufacturing defect that renders it unusable for its intended purpose during the Limited Warranty Term. As used in this Agreement, "Limited Warranty Term" means the period beginning on the date the applicable Device is shipped to Customer and ending on the date that is exactly one (1) year thereafter. Customer shall, upon discovering any manufacturing defect within the scope of this Limited Warranty during the Limited Warranty Term, provide Prompt Notification (as defined below) of such defect to Outdoorlink International. Upon receiving Prompt Notification of such defect, Outdoorlink International shall confirm with Customer whether the defect is within the scope of this Limited Warranty. If Outdoorlink International determines that such defect is within the scope of this Limited Warranty, Outdoorlink International shall provide a replacement Device(s) to Customer for no additional charge. Replacement Device(s) will be delivered subject to and in accordance with Section 2.7 of this Agreement and any priority or other means of shipping requested by Customer shall be at the sole cost and expense of Customer. "Prompt Notification" as used herein shall mean written notice provided to Outdoorlink International during the Limited Warranty Term and within thirty (30) days after discovery of the defect or failure in the Device by Customer. Failure to provide "Prompt Notification" shall void any warranty provided by Outdoorlink International as to the defect in question.

(b) The Software is warranted by Outdoorlink International during the Limited Warranty Term to enable Customer the ability to: (i) remotely turn off and on components at each location where a device is installed; (ii) alter the times during which the components at such location turn on and off; (iii) receive notification of utility power failure/outage at such location; (iv) receive measurement of device power consumption at such location; (v) receive notification of utility power restoration at such location; (vi) receive proof of performance of components at such location; and (vii) receive maintenance reports regarding the above from the date the Device is installed, provided the Software is appropriately accessed and used by Customer. Customer's sole and exclusive remedy for a breach of this Limited Warranty relating to the Software shall be the repair or replacement of the Software maintained on the Outdoorlink International (or its affiliates or their respective representative's) servers by Outdoorlink International (or its affiliates or their respective representative, as applicable). Said decision whether the Software is to be repaired or replaced shall be in the sole and absolute discretion of Outdoorlink International. This Limited Warranty shall be void and of no effect with respect to any Device or Software that has not been stored, installed, maintained, and operated in accordance with good industry practice and according to the Outdoorlink International instructions and requirements, unless Outdoorlink International is responsible for the improper storage, installation, maintenance or operation of the Device or Software.

(e) The term "Force Majeure event" as used herein means an event beyond the control of the parties and includes, but is not limited to, fire, flood, tornado, hurricane, riot, strike, earthquake, or other violent and/or destructive natural event, epidemic, war (declared or undeclared), embargo, Governmental action or decree, an act of God, strike or labor disturbance or other delay in performance due to any contingency beyond a party's control which prevents timely compliance.

(f) Notwithstanding anything contained herein to the contrary, this Limited Warranty does not cover the failure of the Device(s) or the Software to perform the listed Services due to a Force Majeure event, or the inability of Customer to access the Software or of Outdoorlink International to provide access to the Software due to a power outage, internet outage, inadequate internet connection or service, hacking, physical or electronic theft or vandalism, lightning strike, voltage surges, frequency variations, power interruption power irregularities or electrical surges, or any event beyond the control of Outdoorlink International, including the failure by cellular service providers to provide cellular service adequate to operate the Device or the unavailability of adequate cellular coverage at the location at which the Device is installed through the Outdoorlink International cellular service provider's networks.

(g) Within forty-eight (48) hours of the installation of the Device(s) purchased by Customer, Customer shall complete, execute, and deliver to Outdoorlink International the Installation and Warranty Checklist accessible to Customer on the Resources page of the Outdoorlink International website. Failure to timely comply with this Section 3.1(g) shall void any Limited Warranty provided for under this Section 3.1.

(h) Outdoorlink International reserves the right to examine, or have others examine on behalf of Outdoorlink International, the Device claimed to be defective. This Limited Warranty shall not cover, extend or apply to defects, damages, deterioration or matters attributable to: (i) improper installation of the Device including the failure to install the Device in accordance with Outdoorlink International's express instructions, specifications and requirements and otherwise in accordance with the Installation and Warranty Checklist, in either case by any party other than Outdoorlink International or its authorized representative; (ii) any change, modification or alteration of the Device made following shipment of the Device, which is not authorized by Outdoorlink International; (iii) installation of replacement parts of the wrong size or type, unless authorized in writing by, or installed or replaced by, Outdoorlink International or its authorized representative; (iv) misuse, abuse, alteration of a component of the Device, unless misused, abused or altered by Outdoorlink International or its authorized representative; and/or (v) computer hacking or the introduction of viruses or other malicious code into the Customer's displays or into the Software. The effects of corrosion, erosion, normal wear and aging are specifically excluded from this Limited Warranty. In addition, the Limited Warranty will not apply if the Device is subjected to harsh environments, e.g., shock, radiation, vibration, extreme environmental exposure (including, but not limited to, salt water or ocean spray) or temperature, or if the equipment has been struck by lightning, submerged in water, or otherwise damaged or destroyed by a Force Majeure event or any other act or event within the scope of clause (f) above. Do we need to include improper or inadequate maintenance?

(i) NEITHER OUTDOORLINK INTERNATIONAL, NOR ANY OF ITS AFFILAITES, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, EMPLOYEES, OR AGENTS (COLLECTIVELY, THE "OUTDOORLINK GROUP") SHALL BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES OR DAMAGES TO PERSON OR PROPERTY (INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES) ARISING OUT OF,

CONNECTED WITH, OR RESULTING FROM THE SALE, MANUFACTURE, DELIVERY, REPAIR, REPLACEMENT, MAINTENANCE OR OPERATION OF THE DEVICE(S), OTHER THAN AS SPECIFICALLY AGREED HEREIN. IN ANY AND ALL EVENTS, THE ABSOLUTE LIMIT OF THE OUTDOORLINK GROUP'S LIABILITY TO CUSTOMER SHALL BE THE REPLACEMENT COST OF THE DEVICE(S) AT ISSUE. SHOULD CUSTOMER SEEK TO RECOVER DAMAGES, COSTS OR OTHER REMEDIES IN EXCESS OF SUCH AMOUNT, CUSTOMER SHALL REIMBURSE THE OUTDOORLINK GROUP FOR ITS REASONABLE ATTORNEYS' FEES AND COSTS IN DEFENDING THE SAME.

3.2 Disclaimer of All Other Warranties.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 3.1, THE DEVICE(S), THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". OUTDOORLINK INTERNATIONAL, ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, CONTRACTORS, LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WITH RESPECT TO THE DEVICE(S), THE SERVICES, AND THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE. OUTDOORLINK INTERNATIONAL, ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, CONTRACTORS, LICENSORS, AND SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES OR THE OUTDOORLINK® SOFTWARE WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF CUSTOMER, NOR DO THEY GIVE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE OR SERVICES. OUTDOORLINK INTERNATIONAL, ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, CONTRACTORS, LICENSORS, AND SUPPLIERS MAKE NO WARRANTY THAT ANY WORK PRODUCT WILL BE ERROR FREE. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO CUSTOMER BY OUTDOORLINK INTERNATIONAL, ITS AFFILIATES OR THEIR RESPECTIVE AGENTS, CONTRACTORS, LICENSORS, OR SUPPLIERS WILL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, OUTDOORLINK INTERNATIONAL, ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, CONTRACTORS, LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES THAT THE DEVICES, THE SOFTWARE OR THE SERVICES WILL FUNCTION IN THE EVENT THE LOCATION IN WHICH THE DEVICE IS INSTALLED DOES NOT HAVE ADEQUATE CELLULAR RECEPTION THROUGH THE APPLICABLE CELLULAR SERVICE PROVIDER, OR THAT THE SOFTWARE PLATFORM SERVICE PROVIDERS AND/OR CELLULAR SERVICE PROVIDER FAIL TO PROVIDE ADEQUATE SERVICE TO OUTDOORLINK INTERNATIONAL OR ITS AFFILIATES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS AND CONDITIONS. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

3.3 Interpretation

In the event of any conflict between this Limited Warranty and any other agreement between Outdoorlink International and the Customer regarding the subject matter hereof, including, without limitation, the Order, this Limited Warranty shall control.

SECTION 4. LIMITATION OF LIABILITY

THE AGGREGATE AMOUNT OF ANY LIABILITY OF THE OUTDOORLINK GROUP FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES OR DAMAGES TO PERSON OR PROPERTY (INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES) ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE, MANUFACTURE, DELIVERY, REPAIR, REPLACEMENT, MAINTENANCE OR OPERATION OF THE DEVICES OR ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT OR THE ORDER, SHALL NOT EXCEED, IN THE AGGREGATE, THE REPLACEMENT COST OF THE DEVICE(S) AT ISSUE. IN NO EVENT, INCLUDING WITHOUT LIMITATION, BREACH OF THIS AGREEMENT, SHALL ANY MEMBER OF THE OUTDOORLINK GROUP BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE ALLEGED IN TORT, CONTRACT OR INDEMNITY, EVEN IF SUCH PERSON OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD CUSTOMER SEEK TO RECOVER DAMAGES, COSTS OR OTHER REMEDIES IN EXCESS OF SUCH AMOUNT, CUSTOMER SHALL REIMBURSE THE OUTDOORLINK GROUP FOR ITS REASONABLE ATTORNEYS' FEES AND COSTS IN DEFENDING SAME.

SECTION 5. INDEMNIFICATION

Customer agrees to indemnify and hold harmless the Outdoorlink Group from any and all liability and claims whatsoever for any injury to persons or property or for any loss, damage or expense incurred by any of Customer's employees, agents,

customers or invitees or by any other person or party arising as a result of Customer's acquisition or use of each purchased Device, the Software, or the Services, unless the same was caused by or resulted from the gross negligence of a member of the Outdoorlink Group.

SECTION 6. CONFIDENTIALITY

Customer acknowledges that in connection with the performance of this Agreement, Customer will receive or have access to confidential, proprietary, and non-public information of the Outdoorlink Group, which may include, without limitation, information about the Outdoorlink Group's products, services, customer information, pricing lists, discounts or rebates (including the Service Fees set forth in the applicable Order executed by Customer or any invoice delivered to Customer hereunder), confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, including the

the Devices, the Software and all such confidential and proprietary information therein (collectively, the "Confidential Information"). The Customer shall: (a) protect and safeguard the confidentiality of the Outdoorlink Group's Confidential Information with at least the same degree of care as the Customer would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Outdoorlink Group's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Customer's employees, agents, or other representatives who need to know the Confidential Information to assist the Customer, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. The Customer shall be responsible for any breach of this Section 6 caused by any of its employees, agents or other representatives. [[On the expiration or termination of the Agreement, the Customer shall promptly return to the Outdoorlink Group all copies, whether in written, electronic or other form or media, of the Outdoorlink Group's Confidential Information, or destroy all such copies and certify in writing to the Outdoorlink Group that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Outdoorlink Group shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Section 6.

SECTION 7. MISCELLANEOUS

7.1 Governing Law; Venue.

With acknowledgment that the terms and conditions of this Section 7.1 have been expressly bargained for and are an essential part of this Agreement, the parties agree that the Order and this Agreement will be governed by and interpreted in accordance with the laws of the State of Alabama, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The parties hereby consent to personal jurisdiction in the federal and state courts located in Madison County, Alabama having competent jurisdiction over the subject matter of any disputes arising under this Agreement, including, without limitation, any dispute arising under the Limited Warranty, and the parties hereby agree that such courts shall be the exclusive venues for an action arising from, or relating to, the Order and this Agreement. The parties hereby waive any defense based on the convenience of such courts as forums for the adjudication of such disputes. Any litigation arising out of any such dispute shall be tried without a jury, and each party knowingly and voluntarily waives his/her/its right to trial by jury as to any dispute under this Agreement, including, without limitation, any dispute arising under the Limited Warranty.

7.2 Assignment.

Customer may not assign any of its rights nor delegate any of its obligations under the Order or this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior consent of Outdoorlink International. Any attempted transfer, assignment, or sublicense of the Order or this Agreement by the Customer without the prior written consent of Outdoorlink International shall be null and void ab initio. This Agreement will be binding upon and will inure to the benefit of Outdoorlink International, Customer, and their respective successors and permitted assigns.

7.3 Severability.

If any term or provision hereof should be held to be invalid, unenforceable, or illegal, such holding will not invalidate or render unenforceable any other provision hereof, and the remaining provisions will not be impaired thereby.

7.4 Notices.

Any written notice provided for herein to be given to Outdoorlink International by Customer shall be mailed or delivered to the address of Outdoorlink International stated on the Outdoorlink International website at www.outdoorlink.com. Any notice to be given to Customer by Outdoorlink International shall be mailed or delivered to Customer's address stated on the Order, or to an address and/or person subsequently designated in writing by Customer to Outdoorlink International.

7.5 Amendment, Modification, and Waiver.

No amendment, modification or addendum to the Order or this Agreement will be effective unless reduced to a writing signed by duly authorized officers or representatives of each party. No term or provision hereof will be deemed waived, and no breach excused unless such waiver or consent is in writing and signed by an authorized officer of the party claimed to have waived or consented.

7.7 Survival.

The terms of the Order and this Agreement that would, by their nature, survive termination or expiration, including, without limitation, Section 1 (Grant of License; Ownership), Section 2 (Billing and Payment), Section 4 (Limitation of Liability), Section 5 (Indemnification), Section 6 (Confidentiality) and this Section 7 (Miscellaneous), will survive any termination or expiration of this Agreement.

7.8 Force Majeure.

Except for the payment of monies due, either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party, including, without limitation, Internet access outages or the unanticipated suspension or cessation of service by an underlying service provider.

7.9 Customer Representations.

Customer represents that it has full power and authority to enter into the Order and this Agreement and to perform its obligations under the Order and this Agreement, and Customer's compliance with this Agreement will not violate any of its third-party agreements. Customer represents that it is purchasing the Device(s) for its own use, and not for resale.

7.10 Counterparts.

This Agreement may be executed in counterparts, including by delivery of an executed signature page in .pdf format or any electronic signature complying with the Electronic Signatures in Global and National Commerce Act (E-SIGN), each of which will be deemed an original, and all of which together will constitute one and the same agreement. Counterparts delivered by email or other electronic transmission (including an electronic signature) will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.11 Entire Agreement.

Each applicable Order and this Agreement, together with any exhibits, attachments and appendices which are incorporated herein by reference, constitute the entire agreement between the parties hereto concerning the matters covered herein and supersede all prior agreements and/or understandings, between the parties, whether written or oral, concerning the matters addressed herein. Each of the parties acknowledges that no other party, nor any agent or attorney of another party, has made any promise, representation, or warranty whatsoever, express or implied, and not contained herein, concerning the subject matter hereof to induce the party to execute or authorize the execution of an agreement to be bound by the Order and this Agreement, and acknowledges that the party has not executed or authorized the execution of this Agreement, in reliance upon any such promise, representation or warranty not contained herein.

7.12 Changes in Laws.

If, at any time any applicable federal, or any state, provincial, or local government, should adopt any statutes, regulations, orders, decrees or laws which make the operation of the Device(s), the Software or the provision of the Services to Customer illegal or economically infeasible, as determined by Outdoorlink International, in its sole and absolute discretion, Outdoorlink International may terminate this Agreement immediately upon written notice to Customer, in which case Outdoorlink International shall refund to Customer the portion of any fees paid by Customer for Services to be provided following the date of such termination, which shall be prorated to the termination date, if applicable. The refund of such fees to Customer shall be Customer's sole remedy in the event of the termination of this Agreement pursuant to this Section 7.12.