

## End User License Agreement

### ONASSET TERMS OF SERVICE

1. **ATTENTION!** BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A PURCHASE ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS IN WHICH CASE THE TERMS "CUSTOMER", "USER", "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE EXECUTING THE AGREEMENT.

**2. Terms of Service.** Customer acknowledges and agrees to the following terms of service, which together with all other Agreements entered into between Customer and OnAsset, shall govern Customer's access and use of the Service. Capitalized terms not otherwise defined herein shall have the meaning given to them in Section 10 (Definitions) below. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new service(s) subsequently purchased by the Customer will be subject to this Agreement.

**2.1. Customer Must Have Internet Access.** DSL, cable or another high speed Internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Service, including, but not limited to, "browser" software that supports protocol used by OnAsset, including Secure Socket Layer (SSL) protocol, Microsoft Silverlight plug-in, or other protocols accepted by OnAsset, and to follow logon procedures for services that support such protocols. OnAsset is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software, or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet and wireless networks) which are not owned or operated by OnAsset. OnAsset assumes no responsibility for the reliability or performance of any connections as described in this Section.

**2.2. Users: Passwords, Access, and Notification.** OnAsset shall authorize access to and assign unique passwords and user names to the number of Users specified by Customer and accepted by OnAsset. User logins are for designated Users and cannot be shared or used by more than one User. Customer will be responsible for the confidentiality and use of User's passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. OnAsset will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify OnAsset of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account information.

**2.3. Users: Shipment Tracking Site.** OnAsset makes general shipment tracking information available to unregistered users through the Shipment Tracking Site. A User of this site must input specific shipment identification information to gain access to shipment tracking information. Shipment identification information will be provided to the User by OnAsset or an OnAsset Partner. OnAsset is not responsible for the confidentiality and use of any such shipment identification information used to access the Shipment Tracking Site. The Shipment Tracking Site and tracking information obtained through use of the Shipment Tracking Site are the private property of OnAsset Intelligence. OnAsset authorizes use of the Shipment Tracking Site solely to track shipments and for no other purpose. Without limitation, you are not authorized to make the information available on any web site or otherwise reproduce, distribute, copy, store, use or sell the information for commercial gain without the express written consent of OnAsset. Use of the Shipment Tracking Site or information is non-assignable. Any access or use that is inconsistent with these terms is unauthorized and strictly prohibited.

**2.4. Customer's Lawful Conduct.** The Service allows Customer to send Electronic Communications directly to OnAsset and to third parties. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Customer will not send any Electronic

Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by OnAsset. Customer shall not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Customer shall not (i) make available nor distribute all or part of the Service to any third party by assignment, sublicense or by any other means (ii) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Service (iii) implement the Software to operate in or as a time-sharing, outsourcing, Application Service Provider (ASP), or service bureau environment (iv) make source code available to any person. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by OnAsset. Customer shall ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this Agreement, including but not limited to those Users that are contractors and agents, and Customer's Affiliates. Any action or breach by any of such contractors, agents or Affiliates shall be deemed an action or breach by Customer and Customer waives all of those defenses that Customer may have as to why Customer should not be liable for Customer's contractors', agents' or Affiliates' acts, omissions and noncompliance with this Agreement.

**2.5. Third Party Applications, Products and Services.** OnAsset may utilize Third Party Applications or services, including implementation, customization and other consulting services related to customers' use of the Service. OnAsset does not warrant any such Third Party Applications or services, whether or not such Third Party Applications are designated by OnAsset as "certified," "approved," "recommended" or otherwise, or the services are provided by a third party that is a member of a OnAsset partner program. OnAsset is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of such Third Party Applications or services that Customer may use through the Service, or any descriptions, promises or other information related to the foregoing.

**2.6. Transmission of Data.** Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Service. Customer expressly consents to OnAsset's interception, storage, analysis and archiving of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by OnAsset. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. OnAsset is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by OnAsset, including, but not limited to, the Internet and Customer's local network.

**2.7. OnAsset's Support.** As part of the Service, OnAsset will provide Customer with online training to assist Customer in its use of the Service. OnAsset will also provide links to email and phone support. OnAsset also offers optional and "for fee" training classes, professional services consultation, and customer support services. Customer acknowledges that OnAsset has extensive experience helping Customers improve utilization and realization of benefits of the Service, and that not following the advice of OnAsset and/or not engaging OnAsset or other OnAsset authorized implementation partner in the provision of professional services may substantially limit Customer's ability to successfully utilize the Service or to enjoy the power and potential of the Service.

**2.8. Confidentiality.** For purposes of this Agreement, "Confidential Information" shall include the terms of this Agreement, Customer Data, each party's proprietary technology, business processes and technical product information, designs, issues, all communication between the Parties regarding the Service and any information that is clearly identified in writing at the time of disclosure as confidential. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; (4) the Receiving Party becomes aware of from a third party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information to the Receiving Party; (5) aggregate statistical data regarding OnAsset's products and services that does not contain any personally identifiable or Customer-identifiable information; or (6) shipment identification information for use with the Shipment Tracking Site. **Each party agrees:** (a) to keep confidential all Confidential Information; (b) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Customer; (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation.

**2.9. Ownership of Customer Data.** As between OnAsset and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with Service, OnAsset as part of its standard Service offering makes backup copies of the Customer Data in Customer's account and stores and maintains such data for a period of time consistent with OnAsset standard business processes. Customer further acknowledges that OnAsset may utilize Customer Data for the purposes of statistical analysis of the Service so long as such data is not specifically linked or identifiable to a specific Customer.

**2.10. OnAsset Intellectual Property Rights.** Customer agrees that all rights, title and interest in and to all intellectual property rights in the Service are owned exclusively by OnAsset or its suppliers. Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. In addition, OnAsset shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including users, relating to the operation of the Service. Any rights not expressly granted herein are reserved by OnAsset. OnAsset service marks, logos and product and service names are marks of OnAsset (the "OnAsset Marks"). Customer agrees not to display or use the OnAsset Marks in any manner without OnAsset's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("Marks") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

**2.11. Dispute Resolution.** Each party agrees that before it or any employee, agent or representative of the party files a claim or suit with a federal or state agency or court or other public forum, it shall provide thirty (30) days prior written notice to the other and that, within such thirty (30) day period (or longer, if extended by mutual desire of the parties), authorized representatives of the parties shall meet (or confer by telephone) at least once in a good faith attempt to resolve the perceived dispute.

**2.12. Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law of the state of Texas without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts of Texas.

**2.13. Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**2.14. Restrictions.** Customer agrees that it will not reverse engineer, decompile, or disassemble any portion of the Service, prepare translations or derivative works based upon the Service, or distribute, sublicense, rent, lease, sell or otherwise commercially exploit the Service, or otherwise use the Service except as expressly set forth herein. Any attempt to transfer any of the rights, duties or obligations hereunder except as expressly provided for in this End User License Agreement is void.

**2.15. Export Law Assurances.** Customer acknowledges and agrees that the Service is subject to restrictions and controls imposed by the United States Export Administration Act (the "Act") and the regulations thereunder. Customer agrees and certifies that neither the Service nor any direct product thereof is being or will be acquired, shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the Act and the regulations thereunder or will be used for any purpose prohibited by the same.

**3. Disclaimer of Warranties.** ONASSET DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

**4. Limitations of Liability.** CUSTOMER AGREES THAT THE CONSIDERATION WHICH ONASSET IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY ONASSET OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW) OR OTHERWISE SHALL IN NO EVENT EXCEED THE DIRECT DAMAGE LIMITATIONS AS SET FORTH IN THIS SECTION 4.

Except with regard to amounts due under this Agreement, and a party's breach of Section 2.8 (Confidentiality), the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the equivalent of 3 months in Service fees applicable at the time of the event, and in the event of a breach of Section 2.8 (Confidentiality) of this Terms of Service, such maximum liability of either party shall be an amount equal to three (3) times the equivalent of 3 months of Service fees applicable at the time of the event. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with making the Service available to Customer and that, were OnAsset to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS EXCEPT AS SET FORTH IN SECTION 5 BELOW. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

## **5. Indemnification.**

**5.1. Infringement.** If a claim of infringement is brought or threatened, OnAsset shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the Service fees paid for under the Agreement for the terminated portion of the term. The rights and remedies granted Customer under this Section 5.1 state OnAsset's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

**5.2. Disclosure of Customer Data.** OnAsset shall, at its own expense and subject to the limitations set forth in Section 4 and Section 5, defend Customer from and against any claims that arise out of or result directly from OnAsset's gross negligence or willful misconduct in preventing unauthorized access to confidential Customer Data, as determined by a court of competent jurisdiction in connection with a claim alleging a breach of confidentiality, and shall hold Customer harmless from and against liability for any losses to the extent based upon such a claims. When OnAsset is at fault but such fault does not rise to the level of gross negligence or willful misconduct, OnAsset shall, at its own expense and subject to the limitations set forth in this Section 5 and on the amount of liability set forth in Section 4 applicable in the event of a breach of Section 2.8, defend Customer from and against any claims, and shall hold Customer harmless from and against liability for any losses to the extent based upon claims, arising out of or relating to OnAsset's breach of Section 2.8 (Confidentiality) of this Terms of Service. Provided that OnAsset complies with this Section 5.2, Customer shall be entitled as its sole and exclusive remedy to terminate the Agreement and receive a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the term.

**5.3. Customer's Indemnity.** Customer shall, at its own expense and subject to the limitations set forth in this Section 5, defend OnAsset from and against any and all claims (i) alleging that the Customer Data or any trademarks or service marks other than OnAsset Marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 2.4 (Customer's Lawful Conduct) or 2.8 (Confidentiality) above and shall hold OnAsset harmless from and against liability for any losses to the extent based upon such a claims.

**5.4. Indemnification Procedures and Survival.** In the event of a potential indemnity obligation under this Section 5, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such claim and any appeal arising therefrom. The indemnification obligations under this Section 5 are expressly conditioned upon the indemnified party's compliance with this Section 5.4 except that failure to notify the indemnifying party of such claim shall not relieve that party of its obligations under this Section 5 but such claim shall be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 5 shall survive termination of this Agreement for one year.

**5.5. Modification Indemnity.** OnAsset shall have no indemnity liability under this Section 5 with respect to any claim based upon: (a) a Service that has been modified by anyone other than OnAsset; (b) use of other than the then-current Release of the Service; (c) use of the Service not in accordance with the documentation; (d) use of the Service in combination with non-OnAsset technology; or (e) use of the Service which use breaches this End User License Agreement.

## **6. Suspension/Termination.**

**6.1. Suspension for Delinquent Account.** OnAsset reserves the right to suspend Customer's and any Customer Affiliates' access to and/or use of the Service for any accounts (i) for which any payment is due but unpaid but only after OnAsset has provided Customer written notice, and at least thirty (30) days have passed since the transmission of the written notice, or (ii) for which Customer has not paid for the renewal term and has not notified OnAsset of its desire to renew the Service by the end date of the then current term. The suspension is for the entire account and Customer understands that such suspension would therefore include Affiliate sub-accounts. Customer agrees that OnAsset shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Service pursuant to this Section 6.1.

**6.2. Suspension for Ongoing Harm.** Customer agrees that OnAsset may with reasonably contemporaneous telephonic notice to Customer suspend access to the Service if OnAsset reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's Service is causing immediate, material and ongoing harm to OnAsset or others. In the extraordinary event that OnAsset suspends Customer's access to the Service, OnAsset will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of Service. Customer further agrees that OnAsset shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances as described in this Section 6.2.

**6.3. Termination for Cause, Expiration.** Either party may immediately terminate this Agreement and all Service issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent to the breaching party ("Notice"). Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that OnAsset shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of a breach on OnAsset's part, OnAsset shall refund the pro rata portion of any subscription fees paid by Customer to OnAsset under this Agreement for the terminated portion of the term.

**6.4. Handling of Customer Data In The Event Of Termination.** Customer agrees that following termination of Customer's account and/or use of the Service, OnAsset may immediately deactivate Customer's account and that following a reasonable period of not less than 30 days shall be entitled to delete Customer's account from OnAsset's "live" site. During this 30 day period and upon Customer's request, OnAsset will grant Customer limited access to the Service for several days for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to OnAsset. Customer further agrees that OnAsset shall not be liable to Customer nor to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that OnAsset is in compliance with the terms of this Section 6.4.

## **7. Modification; Discontinuation of the Service.**

**7.1 To the Service.** OnAsset may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. OnAsset reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. OnAsset shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section 7.1. OnAsset may modify the Terms of Service at any time.

**7.2 To Applicable Terms.** If OnAsset makes a material change to any applicable terms, then OnAsset will notify Customer by either sending an email to the notification email address, posting a notice in the account login screen of Customer's account or by publishing a notice of changes on the website <http://www.onasset.com>. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify OnAsset via written notification within thirty days after receiving notice of the change and Customer may terminate use of the Services. Customer's continued use of the Service after notice of any change to the Terms of Service will be deemed to be an agreement to the amended Terms of Service.

**8. Warranty.** OnAsset warrants all material and workmanship relative to SENTRY tracking devices to be free of defects for a period of (1) year from date of manufacture. OnAsset warrants that each SENTRY device of its own manufacture made available hereunder shall, at the time of original manufacturing and for a period of (12) months thereafter, be free from defects in materials or workmanship; and if such item shall prove to be defective in material or workmanship under normal intended usage and maintenance during the warranty period, upon examination by OnAsset, then OnAsset shall repair, replace or refund, at its sole option, such defective item at its own expense; provided, however, that the

Customer shall be required to ship such defective item, freight prepaid, to OnAsset facility in Irving, Texas. All warranties hereunder are expressly limited to the repair, replacement or refund of defective items as set forth herein, and in no event shall OnAsset be liable for special, incidental or consequential damages by reason of any breach of warranty or defect in material or workmanship. OnAsset shall not be responsible for repair, replacement or refund of items, which have been subjected to neglect, accidental or improper use, or which have been altered by other than authorized OnAsset personnel. This warranty is in lieu of other warranties, express or implied. All implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.

**9. Patents.** Service is protected under Patent numbers: 7,233,247; 7,475,806; 7,538,681; 7,652,576; 7,791,455; 8,061,607; 8,502,672; 8,626,193; 8,655,378; 8,818,351; 8,838,065; 8,868,102; 8,886,215; 8,886,216; 9,020,536; 9,349,270

## **10. Definitions.**

**“Affiliates”** means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.

**“OnAsset Partner”** means any authorized entity which directly or indirectly provides, facilitates, advertises or otherwise markets the Service.

**“Shipment Tracking Site”** means a website made available to the general public without user name or password protection for the purposes of viewing tracking information related to a specific shipment or shipments.

**“Customer Data”** means all electronic data or information submitted to the Service by Customer or its Affiliates or the OnAsset Partner.

**“Electronic Communications”** means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Services.

**“Service”** collectively, OnAsset’s online application suite (the “Vision” platform and the “Shipment Tracking” site), data forwarding and/or API services, SENTRY tracking devices and wireless connectivity services, including Third Party Applications and implementation services.

**“Third Party Applications”** means online applications and offline software products that are provided by third parties, and interoperate with the Services.

**“Users”** means individuals who are authorized by OnAsset to use the Services, for whom access to the Service has been provided, and who have been supplied user identifications, passwords or shipment information by OnAsset or OnAsset Partners. Users may include but are not limited to Customer’s and Customer’s Affiliates’ employees, consultants, contractors and agents.