

RoadAware Safety Systems Terms of Service

This is an agreement (the "Terms of Service" or "Agreement") between RoadAware Safety Systems LLC ("RoadAware" or the "Company") and the Subscriber ("You"), which, together with RoadAware's Privacy Policy, governs Your use of the RoadAware mobile applications (also known as "**Road-Aware**"). You and RoadAware may be collectively referred to herein as the "Parties." By signing the Agreement, You acknowledge that You have read and understood, and You agree to be bound by both these Terms of Service, and RoadAware's Privacy Policy ("Privacy Policy"), the terms of which can be viewed in their entirety by clicking on the link provided herein. If You do not agree to be bound by these Terms of Service and Privacy Policy, You may not use either the **Road-Aware** application or derivatives thereof. If You are entering into these Terms of Service on behalf of a company, government organization or other legal entity, You represent and warrant that You have the authority to bind such entity to these Terms of Service. As used in this Agreement, "You" or "Your" includes both yourself, and any person(s) or entity(ies) identified as the "Account Holder" in the Plan.

1. Description of Provided Services

RoadAware currently provides You with the in cab **Road-Aware** application (the "Services") and access to the **Road-Aware** Dashboard ("the Site"). Unless explicitly stated otherwise, any new features that augment or enhance, or modifications to the current **Road-Aware** application or Dashboard, or any service or hosted application offered or operated by RoadAware, shall be subject to these Terms of Service.

2. Your Obligations

You are responsible for all activity occurring under Your account(s), username(s), password(s), or URLs provided or assigned to You, or provided by You to anyone else, which You shall maintain as confidential and not disclose except to permit the use of **Road-Aware**, and the **Road-Aware** Dashboard site in accordance with this Agreement. You are required to provide your organization's full legal name, a valid email address, and any other information reasonably requested by RoadAware.

You shall abide by all applicable local, state, national and foreign laws and regulations in connection with Your use of the Dashboard and **Road-Aware**, and You shall not use the Site or **Road-Aware** thereon to (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send, store or post infringing, obscene, indecent, vulgar, pornographic, profane, threatening, libelous, defamatory, abusive or otherwise unlawful or tortuous material, including any material harmful to children or violative of third party privacy or publicity right; (iii) upload, post, reproduce, transmit or distribute any information, software or other material that violates or infringes the rights of others, including material that is protected by copyright, trademark or other intellectual property or proprietary right, as well as the rights of publicity and privacy, without first obtaining the permission of the owner of such rights or (iv) send, post or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, components or programs; and You shall not (i) interfere with or disrupt the integrity or performance of the Site, **Road-Aware** or data contained therein; or (ii) attempt to gain unauthorized access to the Site or **Road-Aware** or assist others in gaining such unauthorized access. You shall: (i) notify RoadAware immediately of any unauthorized use, theft or loss of any password or account or the Site or Road-Aware or any other known or suspected breach of security; (ii) report to RoadAware immediately and use reasonable efforts to stop immediately any copying or distribution of the Site or **Road-Aware** that is known or suspected by You or Your Company; and (iii) not provide false identity information to gain access to, or use, the Site or **Road-Aware**.

3. License Grant and Restrictions

- a. Grant. RoadAware hereby grants You a non-exclusive, non-transferable, and terminable right and license to use **Road-Aware** and the Site, solely for Your own internal business or government purposes, subject to these Terms of Service and the Privacy Policy. All rights not expressly granted to You are reserved by RoadAware. This license automatically terminates on the termination of this Agreement.
- b. Scope. The license granted to You is limited to the number of Authorized Users You have

agreed to and are paying RoadAware for as set forth in Your Service Agreement, and who agree to be bound by the terms of this Agreement. For purposes of clarification, "You" shall include any and all Authorized Users of the Services.

- (i) *Audit.* You shall maintain complete and accurate records relating to the use of the Services. During the Term of Your Service Agreement and for one year thereafter, RoadAware will have the right, at its own election, to (i) appoint an independent third-party to audit Your books and records to verify compliance with the terms of this Agreement, or (ii) conduct its own audit of Your books and records to verify compliance with the terms of this Agreement. The Parties shall reasonably cooperate with each other to schedule and conduct audits permitted under this Section.
 - (ii) *Backcharges.* In the event it is discovered that You have exceeded the scope of the license granted to You, then You shall be responsible for all additional users within seven (7) days of discovery of the exceeded scope. The cost for the additional and unauthorized users shall be the price set forth in Your Service Agreement plus 25% and shall be retroactively applied to the first date of unauthorized use for each such user. If the backcharges (not including the 25% surcharge) exceeds ten percent (10%) of the fees due to RoadAware during the relevant period, You shall further reimburse RoadAware its reasonable costs associated with its audit.
- c. Restrictions on Use. You shall not, and shall not allow any third party, including but not limited to, any Authorized Users, to license, sublicense, sell, resell, transfer, assign, distribute, grant a security interest in, or otherwise transfer any right in or to the Site or RoadAware, or any part thereof.
 - d. No Reverse Engineering. RoadAware reserves all rights not specifically granted in this Agreement. Except as expressly permitted in this Agreement, You will not, and will not encourage or permit any third party to: (a) appoint or authorize any distributor for the Services; (b) translate, port or create derivative works of or from the Services, or any portions of the foregoing; (c) merge the Services, or any portions thereof with other data or software; (e) remove, alter, or obscure any proprietary notices of RoadAware or its licensors and suppliers from the Services, or any portions thereof; (f) reverse engineer, decompile or disassemble the Services; or (g) otherwise use, reproduce, display, copy or modify the Services or any portions thereof in any manner not explicitly permitted in this Agreement.

4. RoadAware's Intellectual Property Ownership and Proprietary Rights

RoadAware owns all right, title and interest in and to the Site and **Road-Aware**, and any part thereof, including all intellectual property rights therein, such as rights for unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, moral rights, trade secret rights, and all other intellectual property rights and forms of protection of a similar nature anywhere in the world. You acknowledge and agree that the Site and **Road-Aware** contain proprietary and confidential information, and valuable trade secrets of RoadAware, that are protected by applicable intellectual property and other laws. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Site or RoadAware, or to any intellectual property rights therein.

5. Trademarks

"RoadAware," "**Road-Aware**," and other RoadAware trademarks, service marks, logos and product and service names found on the Site or used in, and in connection with, **Road-Aware**, are marks of, and owned by RoadAware ("RoadAware's Marks"). You agree not to display or use RoadAware's marks in any manner without RoadAware's express prior written permission.

6. Subscriber Data

RoadAware does not own any data, maps, information or material that You submit to RoadAware in the course of Your use of **Road-Aware** ("Subscriber Data"). You, not RoadAware, shall have sole

responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data, and RoadAware shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Subscriber Data. In the event You terminate this Agreement, and/or cancel **Road-Aware**, online, and are not then in breach of this Agreement, RoadAware will afford You an opportunity prior to the effective date of such termination or cancellation, to download any Subscriber Data then posted on the Site. Upon the effective date of such termination or cancellation by You, Your right to access or use Subscriber Data immediately ceases and RoadAware thereafter may delete, erase, and/or destroy all copies of such Subscriber Data from its Site or **Road-Aware** or anywhere else. RoadAware reserves the right to withhold, erase, delete, destroy and/or discard Subscriber Data without notice, for any breach of these Terms of Service, including without limitation Your non-payment or upon its termination for cause. Upon termination for cause, Your right to access or use Subscriber Data immediately ceases, and RoadAware shall have no obligation to store, maintain or forward any Subscriber Data. In the event this Agreement is terminated by RoadAware other than for Your breach thereof, RoadAware will make any Subscriber Data then posted on the Site or **Road-Aware** available for a period ending thirty days from the date of such termination for Your download, and thereafter may delete, erase and/or destroy all copies of such Subscriber Data from its Site and **Road-Aware**, or anywhere else.

For the purpose of this paragraph, the date of such termination will be the earlier of the date on which this Agreement is terminated, or the date of termination specified in any notice provided to You by RoadAware. RoadAware may use and access Subscriber Data to help resolve or diagnose technical problems or support issues, administer or manage the Site and **Road-Aware**, find improvements or better the Site or **Road-Aware**, train employees, provide a higher level of Subscriber support, ensure or check compliance with these Terms of Service and applicable law, to support the exchange of information for public safety, or pursuant to or as required by law or at the request of the government or law enforcement, or pursuant to Your direction. RoadAware may provide access to or send or transmit copies of the Subscriber Data to, third parties pursuant to Your request, or at Your direction, or at the request of law enforcement.

7. Charges and Payment of Fees

You agree to pay all fees RoadAware charges You for Your use of **Road-Aware**. Only person(s) or entities identified as the "Account Holder" or "Card Holder" in the Plan and/or Billing Info sections of **Road-Aware**, and the individual(s) that completed the online registration for Your account, and/or that is identified as an account's Administrator(s), will be charged or billed for fees for Your use of **Road-Aware**. Commencing on the Effective Date of this Agreement (see Section 1), RoadAware will charge You for Your use of **Road-Aware** based on the plan ("Plan") You select and at the rate(s) listed in the Service Agreement.

RoadAware charges and collects in advance of Your use of **Road-Aware** and the Site on a monthly cycle. Such fees are due and fully earned on the first day of each month for which they are charged, provided this Agreement has not previously been terminated or cancelled in accordance with its terms. No refunds will be provided, or be due You, should You terminate or cancel this Agreement during a Term, for the fees charged or collected for the remaining portion of said Term.

RoadAware may modify or increase its Fees charges and Plans, and introduce new charges or Plans or eliminate any Plans at any time. If, after You subscribe to use **Road-Aware**, You elect to use a different **Road-Aware** Plan, the fees You will be charged by RoadAware for Your use of **Road-Aware** thereafter will be modified in accordance with the rate(s) for the new Plan You have selected. The new rates and fees will be charged and due commencing on the first day of the month following the month in which You make Your modification.

RoadAware's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies or duties, excluding only United States (federal or state) taxes based solely on RoadAware's income.

8. Billing

If You are making payment by credit card, in accordance with Paragraph 7 above, RoadAware will, and You hereby authorize RoadAware to, automatically bill Your credit card every month for fees due for Your access to **Road-Aware** for the ensuing month. You agree to provide RoadAware with complete and accurate credit card, billing, contact and Account information. This information includes a valid credit card account number, the security number for said account, the credit card's expiration date, the identity of the credit card account holder, the type of card, and card holder's billing address, Your name, Your company/organization name, street address, email address, name and telephone number of an authorized billing contact and administrator of these Terms of Service. You agree to update this information within thirty (30) days of any change to it. If the contact or credit card information You provide is false or fraudulent, RoadAware reserves the right to terminate Your access to **Road-Aware** in addition to any other legal remedies. If You believe or have been improperly charged by RoadAware, for any services or otherwise, You must give RoadAware notice in writing within sixty (60) days of the date such charges are posted to Your credit card of your objection or claim to be eligible to receive an adjustment or credit, or assert any claim or cause of action with respect thereto, or be forever barred.

9. Non-Payment and Suspension

In addition to any other rights granted to RoadAware herein, RoadAware reserves the right to suspend or terminate this Agreement and Your access to **Road-Aware** and the Site, if Your account becomes delinquent (falls into arrears). Delinquent fees and charges are subject to interest of 1% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all actual expenses of collection, including attorney's fees. You will continue to be charged for use of **Road-Aware** during any period of suspension.

10. Term and Termination

The Effective Date and the Initial Term of this Agreement are as listed in the Service Agreement. Upon the expiration of the Initial Term, this Agreement may be renewed by mutual agreement of RoadAware and Subscriber. RoadAware may terminate this Agreement at any time, with ninety (90) days written notice, for any reason in RoadAware's sole discretion. You may terminate or cancel this Agreement at any time, with ninety (90) days written notice. You are responsible for the payment of all fees incurred for hardware and services delivered up to the date of termination of this Agreement.

The restrictions and obligations contained in Paragraphs 3, 4, 5, 6, 9, 11, 12, 13, 14, 15, 17 and 19 shall survive the expiration, termination or cancellation of this Agreement, and shall continue to bind You, Your successors, heirs and assigns. RoadAware, in its sole discretion, may immediately terminate Your password, account or use of **Road-Aware**, and/or the Site or this Agreement, if You breach or otherwise fail to comply with these Terms of Service. Such termination of this Agreement shall be effective immediately upon RoadAware's transmission of a notice of termination. Any breach of Your payment obligations or unauthorized use of **Road-Aware** will be deemed a material breach of this Agreement. You agree and acknowledge that RoadAware has no obligation to retain Subscriber Data, and may delete and erase such Subscriber Data, if You have materially breached this Agreement.

11. Modifications to or Discontinuance of Road-Aware

RoadAware reserves the right at any time and from time to time to modify, temporarily or permanently, **Road-Aware**, or to discontinue, temporarily or permanently **Road-Aware** or any part thereof. You agree that RoadAware shall not be liable to You or any third party for any modification, suspension or discontinuance of **Road-Aware**, other than for the return of any fees charged and collected by RoadAware for services not rendered.

12. Notice

RoadAware may give You notice by means of a general notice posted on the Site or by electronic mail to Your email address of record in RoadAware's account information, or by written communication sent by first class mail or prepaid post to Your address on record in RoadAware's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting, or 12 hours after sending by email. Except as otherwise provided herein, You may give notice to RoadAware at any time by any of the following: letter sent by confirmed facsimile to RoadAware, letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to RoadAware at the following address, addressed to the attention of Road-Aware Notice, RoadAware Safety Systems, 18092 W Rimrock St., Surprise AZ 85388 or via email sent to info@Road-Aware.com. Such notice shall be deemed given when received by RoadAware.

13. DISCLAIMER OF WARRANTY

YOUR USE OF **ROAD-AWARE** AND THE SITE IS AT YOUR OWN SOLE RISK. **ROAD-AWARE** AND THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. **ROAD-AWARE** IS NOT INTENDED FOR VEHICLE NAVIGATION OR TURN-BY-TURN ROUTING. ROADAWARE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. ROADAWARE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF **ROAD-AWARE** AND THE SITE. ROADAWARE DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF **ROAD-AWARE** OR THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) **ROAD-AWARE** AND THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA OR MAPS WILL BE ACCURATE OR RELIABLE; (D) ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) **ROAD-AWARE** AND THE SITE OR THE SERVER(S) THAT MAKE **ROAD-AWARE** OR THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF OR FROM **ROAD-AWARE** OR THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INJURY OR HARM THAT MAY RESULT THEREFROM, INCLUDING TO YOUR VEHICLES, COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. **ROAD-AWARE**, OR THE SITE MAY BE SUBJECT TO LIMITATION, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ROADAWARE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR ANY OTHER DAMAGES OF ANY KIND RESULTING FROM SUCH PROBLEMS.

BY SIGNING THE SERVICE AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT TECHNICAL DIFFICULTIES COULD BE ENCOUNTERED IN CONNECTION WITH THE SERVICES. THESE DIFFICULTIES COULD INVOLVE, AMONG OTHERS, FAILURES, DELAYS, MALFUNCTION, SOFTWARE EROSION OR HARDWARE DAMAGE, WHICH DIFFICULTIES COULD BE THE RESULT OF HARDWARE, SOFTWARE OR COMMUNICATION LINK INADEQUACIES OR OTHER CAUSES. SUCH DIFFICULTIES COULD LEAD TO POSSIBLE ECONOMIC AND/OR DATA LOSS. IN NO EVENT WILL ROADAWARE OR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS OR DIRECTORS BE LIABLE FOR ANY POSSIBLE LOSS, COST OR DAMAGE INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES WHICH MIGHT OCCUR AS A RESULT OF OR ARISING OUT OF USING, ACCESSING, INSTALLING, MAINTAINING, MODIFYING, DEACTIVATING OR ATTEMPTING TO ACCESS THE SERVICES OR OTHERWISE.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL ROADAWARE AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO ROADAWARE FOR THE 12-MONTH PERIOD

IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY CLAIM FOR YOUR USE OF ROAD-AWARE. IN NO EVENT SHALL ROAD-AWARE BE LIABLE TO ANYONE, INCLUDING YOU, FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OR FOR ANY INJURY, HARM OR LOSS OF ANY TYPE OF KIND (INCLUDING VEHICLE ACCIDENT, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, WHETHER CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ROAD-AWARE, THE SITE, PRIVACY POLICY, SUBSCRIBER DATA, CONTENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE **ROAD-AWARE** OR THE SITE, OR ANY SUBSCRIBER DATA OR CONTENT OBTAINED FROM OR THROUGH OR POSTED ON **ROAD-AWARE**, ANY DELETION, ERASURE, LOSS, INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE SUBSCRIBER DATA, OR IN ANY CONTENT ON THE SITE OR **ROAD-AWARE**, EVEN IF ROAD-AWARE HAD BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ANY BREACH OR VIOLATION OF THE PRIVACY POLICY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. Representations and Warranties

You represent and warrant that You have the legal power and authority to enter into this Agreement. You also represent and warrant that You have the right and authority to use any trademark or other word(s) You select for inclusion in the URL assigned to Your account by RoadAware.

16. Privacy Policy/Disclosure

Use of **Road-Aware** and the Site is governed by the Privacy Policy, the terms of which can be viewed in their entirety by clicking on the link provided herein.

17. Modification of Terms

RoadAware reserves the right to modify these Terms of Service or its policies and practices relating to **Road-Aware** or the Site, at any time, effective upon the posting of an updated version of these Terms of Service or the Site. You are responsible for regularly reviewing this Agreement. RoadAware will notify You of any changes to these Terms of Service by making those changes on this Terms of Service, and revising the date in the Last Update paragraph, below. Continued use of **Road-Aware** or the Site after any such changes shall constitute Your consent to all such changes. Except as noted above, the Terms of Service may only be modified or amended in a writing signed by both You and RoadAware.

18. Indemnification

You agree to indemnify and hold harmless RoadAware, its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, licensors, and agents, from any and all claims, costs, damages, losses, liabilities, expenses (including attorney's fees and costs) and demands arising out of, or in connection with (i), Your conduct or use, or the conduct or use of anyone using a username or password assigned to You or Your account, of the Site or **Road-Aware**, or (ii) Content or Subscriber Data, including any disclosure of Content or Subscriber Data to third parties, or the posting of any Content or Subscriber Data on the Site or **Road-Aware**, or a claim that use or disclosure of the Subscriber Data or Content infringes the rights (intellectual property, trade secret, or otherwise) of, or has caused harm to a third party, (iii) the inclusion of any trademarks or other word(s) You select for inclusion in the URL assigned to Your account by RoadAware, or the use or display of such URL; (iv) Your breach or alleged breach of these Terms of Service or the Privacy Policy, or (v) a claim which, if true, would constitute a violation by You of Your representations and warranties.

19. Assignment

This Agreement may not be assigned by You without the prior written approval of RoadAware but may be assigned without Your consent by RoadAware to (i) a parent or subsidiary; (ii) an acquirer of all or a portion of RoadAware's assets; (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

20. General Provisions

- a. Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, agent, or employee of the other party for any purpose.
- b. Publicity: You grant RoadAware the right to add Your name and company logo to the Site.
- c. Severability: If a court finds any provision of this Agreement invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in that provision, and the other provisions of this Agreement shall remain in full force and effect.
- d. Integration: This Agreement and the Privacy Policy constitute the entire agreement between You and RoadAware and supersede all prior or contemporaneous proposals, agreements, negotiations, representations and understandings between You and RoadAware regarding the subject matter contained in this Agreement and Privacy Policy. This Agreement may not be amended except in a writing signed by both You and RoadAware.
- e. Injunctive Relief. If You breach this Agreement, RoadAware shall be entitled, in addition to any other legal rights and remedies available to it, to apply for immediate injunctive relief without any requirement to post a bond or other security, and You acknowledge and agree not to contest such application.
- f. Force Majeure. Any failure or delay by RoadAware in the performance of its obligations under this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, pandemics, endemics, terrorism, riots, civil unrest, rebellions or revolutions in the United State or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third-party failure, lockouts or labor difficulties, or any similar cause beyond the reasonable control of RoadAware.
- g. Waiver: The failure of RoadAware to exercise or enforce any right or provision provided in this Agreement or the Privacy Policy shall not constitute a waiver of such right or provision or be a waiver of prior or subsequent rights.
- h. Attorney Fees and Expenses: In a dispute arising out of or in connection with this Agreement, the Site, **Road-Aware** or Privacy Policy, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures, except for disputes arising out of or in connection with Your failure to pay fees due RoadAware, in which RoadAware will, if it prevails, be entitled to all actual expenses of collection, including attorney's fees.
- i. Governing Law: This Agreement shall be governed by the laws of the State of Arizona, without regard to the choice or conflicts of law's provisions of any jurisdiction.
- j. Jurisdiction: You and RoadAware agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in Maricopa County, Arizona in any action, claim, or dispute arising out of or in connection with this Agreement, the Privacy Policy, the Site or **Road-Aware**.
- k. Limitation of Action: Unless a shorter time period is specified elsewhere in these Terms of Service, You agree that, with the exception of an action to collect monies owed by You under this Agreement, regardless of any statute or law to the contrary, any claim or cause

of action arising out of or related to **Road-Aware**, the Site, Terms of Service or Privacy Policy must be filed within one (1) year after such claim or cause of action arose or be forever barred.

- I. Titles: The paragraph titles of this Terms of Service are for convenience only and have no legal or contractual effect.

21. Last Update

These Terms of Service were last updated on May 21, 2024.