

Getting Started with the managed LoadTrek.phone

This guide designed for companies with less than ten units and will assist LoadTrek.phone customers with the steps required to begin the USPS compliance service.

Prerequisites:

- Signed Subscription License agreement with LoadTrek.net, plus filled out and signed Service Order Form. Please see the attachments at the end of this document.
- Android phones with the data plan
- Installed LoadTrek.phone application on the Android phone. Please see instructions below on how to install the application.
- Credentials for using the application. The credentials will be issued when these steps have been completed

Documentation to submit to LoadTrek.net:

- Signed Subscription License Agreement
- Signed Service Order Form
- Signed Credit Card Authorization (optional)
- Complete Postal HCR Schedule plate, including location address pages

Important Notes:

- Please carefully review and sign the prerequisite documents then submit via
 - Scan and email to kdenu@loadtrek.net
 - Fax to 877.226.0107 with a clearly marked fax cover page including the name of the company
- Once the documents are submitted you will receive the login credentials for each phone device. It will take approximately 2-4 business days to receive the credentials.

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Installing LoadTrek.net phone application on Android device

KB-01093-0T3ST3

Purpose & Scope

The procedure describes the steps for installation of LoadTrek.phone mobile application on the Android device.

Procedure

Preliminary Steps:

1. Ensure the Android phone can access the Internet by navigating to a known website such as www.google.com
2. Ensure the Android phone has a functioning GPS by opening the 'Maps' application and ensuring your current location is displayed on the map within 1 minute. If the location is not displayed within reasonable time, walk outside and away from buildings to ensure the GPS acquires a good lock and displays the correct location.
3. Establish Google account - during initial access to the Google Android Market you will be required to provide a Google account with a valid Google Gmail address and password. LoadTrek.net does **not** recommend using a personal Google account for accessing the Android Market since personal contacts and email will be downloaded on the phone. LoadTrek.net recommends creating a new generic account that can be used to set up Android devices throughout the enterprise. To create a new account:
 1. In the browser on your desktop or laptop computer, navigate to www.gmail.com
 2. If you are a current GMail user, please ensure you are signed out by clicking 'Sign out' at the upper right corner of the page, otherwise proceed to the next step
 3. Select 'Create an account'
 4. Follow the wizard

Application Installation:

1. On your Android phone open 'Market' application
2. If prompted, provide your Google account login information
3. Touch the 'Browse' or 'Search' icon on the upper right of the form (magnifying glass)
4. Type 'loadtrek' in the text box
5. Touch 'Search' button
6. Touch 'LoadTrek.phone' application
7. Touch 'Install' on the bottom of the form
8. Touch 'OK' on the bottom of the form
9. You will see 'Your item will be downloaded' for a brief period, wait until you see 'Installed' next to the LoadTrek.phone line
10. Your application is now installed

Accessing the application:

1. Press or touch 'Home' button on the phone
2. Touch application icon, typically looks like a four by four cube on the bottom of the phone
3. Scroll up and down with your finger until you see 'LoadTrek Phone' app

4. Touch the icon to start the application
5. NOTE: for the ease of future access, you can touch and hold 'LoadTrek Phone' icon for about 3 seconds. This action will place the 'LoadTrek Phone' icon on the home screen.

Accessing phone MEID number: (you will need this number for the Service Order Form)

1. On your Android phone, open LoadTrek.phone application
2. Press phone Menu button
3. Touch 'Device ID'
4. Record the second number next to the LoadTrek line
5. Include this number into the Service Order Form, Equipment section

**Service Order Form
LoadTrek.net**

Service Conditions:

Payment Schedule:

1. Monthly software charges will begin November 1st, 2010.
1. Applicable Sales Taxes are not included

Continuous Support:

1. Phone support is available at 877.226.0107 during normal business hours
2. Normal business hours are 07:00 – 18:00 Central Standard (Daylight) Time, Monday through Friday
3. Direct support will be limited to the office personnel only or company principle

Monthly Fees:

1. Monthly fees are charged on the first of the month for which the service is rendered
2. Monthly fees are due in fifteen (15) days of the beginning of each billing cycle
3. Billing cycle begins the 1st of each month
4. All payments past due beyond fifteen (15) days are subject to 15% annual interest rate

Deactivation of units:

1. Customer may deactivate units at any time during service
2. The standard monthly service fees will be charges against the deactivated unit through the end of the month
3. Customer is not charged a deactivation fee
4. Customer is required to submit the deactivation request no later than the 20th day of the last month of service. Deactivation requests received after the 20th day of the month will result in the monthly service fees and deactivation of service in the following month

Reactivation of units:

1. Reactivation is defined as re-establishing service of previously deactivated units when the unit count is below the original contract license number or the highest monthly count to date.
2. Reactivation fees are not charged in cases of bulk activation of five (5) or more units at one time
3. Activation fees are not charged for additional units above the original contract license number or the highest monthly count to date
4. Reactivation fee is a one time \$25.00 charge for each reactivation

USPS GPS Reporting and Data Transmission:

1. LoadTrek.net will begin providing data to the United States Postal Service (USPS), upon written instructions from Customer.
2. Customer shall provide a written list of contracts for transmission to the USPS. LoadTrek.net will transmit only contracts on the list approved by Customer.
3. LoadTrek.net will cease transmitting USPS contract data to the USPS within 2 business days upon written instructions from the customer
4. LoadTrek.net will notify Customer of any requests from the USPS changing the nature of the transmitted data.

Service Details:

Company CRID (issued during postal registration by USPS/ Accenture) _____

Total number of units: _____

SUBSCRIPTION LICENSE AGREEMENT

THIS SUBSCRIPTION LICENSE AGREEMENT ("Agreement") is made by and between NORTH AMERICAN DISPATCH SYSTEMS (NADS) a Wisconsin limited liability company ("Licensor"), and _____ [Company Name], a _____ [State of Incorporation] _____ [Type of Business] ("Customer"). Licensor and Customer are each a "Party" and collectively, the "Parties." This Agreement will be effective upon the later date of signature below (the "Effective Date").

In consideration of the mutual terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE

1.1 Grant. In consideration of Customer's payment of all sums due hereunder, and subject to Customer's compliance with all of the terms and conditions hereof, Licensor hereby grants to Customer a limited, personal, non-transferable and non-exclusive license, solely for the Term, to (a) access and use Licensor's Service (which is more completely described below and on Schedule 1) including certain offline components of the Service; and (b) use printed and electronic user documentation related to the Service and provided by Licensor hereunder (the "Documentation"). Customer agrees to permit only the number of hardware units assigned to vehicles or trailers ("Units") specified in Schedule 1 to access the Service.

1.2 Service Definition. The "Service" include the object code versions of the computer programs (the "Software") and database(s) (the "Database(s)") which are listed on Schedule 1, and "Software" includes the computer programs which are hosted by Licensor together with those which may be installed on client computers or handheld devices which are maintained by Customer. Licensor may also provide certain wireless services associated with the use of the Service (the "Wireless Service"), if Customer has elected to obtain such Wireless Service from Licensor and it is identified on Schedule 1.

1.3 License Restrictions. Customer may use the Service only in conjunction with Customer's normal internal business operations and not on behalf of, or for the benefit of any other entity. Customer may not (a) publish, display, rent, timeshare, rent, lease, lend, loan, distribute, sublicense, remarket, resell or otherwise commercially exploit or transfer the Service or any part or derivative thereof; (b) create derivative works based on the Service or any part thereof; (c) resell data or services which are derived from the Service; (d) attempt to pass title to the Service or any component thereof, to any third party; (e) reverse engineer, decompile, translate, adapt, or disassemble any part of the Service, nor shall Customer attempt to create the source code from the object code for any part of the Service. Customer further agrees that it will not: (i) use the Service to transmit or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (ii) use the Service to transmit or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

2. CUSTOMER RESPONSIBILITIES; AUDIT RIGHTS

Customer is responsible for all activity occurring under its User accounts and Customer warrants that it will comply with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Customer agrees to (i) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security related to the Service; and (ii) not impersonate another Licensor user or provide false identity information to gain access to or use the Service. Upon reasonable prior notice to Customer, Licensor shall have the right to audit Customer's facilities, books and records pertaining to the Service to ensure that Customer's use of the Service complies with the terms and conditions of this Agreement.

3. SERVICE FEES AND PAYMENT

3.1 General Terms. Customer agrees to pay the Fees set forth in Schedule 1, at the time and in the manner set forth therein. Unless otherwise specified in a "Early Termination" section of Schedule 1, all payment obligations are non-cancelable and all amounts paid are nonrefundable. Customer is responsible for paying all fees associated with Unit licenses ordered for the entire Term, whether or not such Unit licenses are actively used. All pricing terms are confidential, and Customer agrees not to disclose them to any third party.

3.2 Non-Payment and Suspension. In addition to any other rights granted to Licensor herein, Licensor reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account becomes delinquent. Delinquent invoices are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for the Service during any period of suspension. If Customer or Licensor initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with the Early Termination section set forth in Schedule 1.

3.3 Excess Data Storage Fees. The maximum disk storage provided to Customer at no additional charge is **400 MB** per Unit license. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current storage fees. Licensor will use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Licensor to so notify Customer shall not affect Customer's responsibility for such additional storage charges.

4. HARDWARE FEES; TERMS AND CONDITIONS

4.1 Fees. If Customer has elected to purchase Hardware, as indicated on Schedule 1 (or any subsequent Schedule), Customer shall pay Licensor the "Hardware Fees" set forth therein. Customer must accept delivery of the Hardware purchased by Customer within three (3) months of the Effective Date of the relevant Schedule. If actual and complete delivery has not taken place within three (3) months of the Schedule Effective Date for any reason due to the action or omissions of Customer, including, but not limited to, Customer's failure to furnish all the information necessary for Licensor to complete the Database(s), or any failure by Customer to fully comply with the terms and conditions of this Agreement then, for purposes of payment of the Hardware Fees, delivery of any Hardware purchased by Customer shall be deemed to occur on the ninetieth (90th) day following the Effective Date of the applicable Schedule.

4.2 Rejection. If Customer has elected to purchase Hardware, as indicated on Schedule 1 (or any subsequent Schedule), Customer may reject any Hardware should it fail to conform to a material specification that Customer provided to Licensor in advance of the order. To reject Hardware, Customer must give Licensor explicit written notice of the rejection within five (5) days of delivery of the Hardware to Customer. The notice must specifically indicate that it is a notice of rejection and describe the non-conformity for which Customer is rejecting the Hardware. Licensor and the manufacturer of the Hardware will use reasonable commercial efforts to cure the non-conformity. If Licensor and the manufacturer are not able to cure the non-conformity within thirty (30) days of receiving Customer's notice, then Customer's sole and exclusive remedy is to return the Hardware to the manufacturer or other Licensor supplier of the Hardware as directed by Licensor, and Licensor will refund the full amount Customer paid for the non-conforming Hardware. Returned Hardware must be accompanied by a Licensor issued authorization. Hardware is deemed to be irrevocably accepted by Customer thirty (30) days from delivery, unless Customer provides notice of rejection as stated above.

4.3 Delivery; Freight Costs; Purchase Orders; Risk of Loss; Title. Licensor will arrange for delivery of the Hardware ordered by Customer. Licensor

will deliver the Hardware that Customer orders to the location Customer specifies. Customer agree to pay the costs of the delivery (including insurance) of the Hardware to the location, provided, however, that Customer will not incur such costs if they are paid by the manufacturer or third party vendor providing such Hardware. Risk of loss for the Hardware passes to Customer upon shipment. Title to a Hardware will pass to Customer upon full payment of the Hardware Fees together with any delivery charges or taxes.

4.4 **Installation.** Unless otherwise provided in Schedule 1 or another agreement between the Parties, all Hardware is provided to Customer without installation services. Customer will make available, at no cost to Licensor, a suitable place for installation of the Hardware, including but not limited to providing all necessary security, power, and air conditioning required for operation of the Hardware as indicated in any instructions or specifications provided by the manufacturer(s).

5. TAXES

In addition to all charges made hereunder, Customer shall pay to Licensor all taxes that are applicable to this Agreement or are measured directly by payments made under it and are required to be collected by and or paid by Licensor to any tax authorities. This provision includes, but is not limited to, sales, use, excise, and personal property taxes. Customer agrees to hold harmless Licensor from all claims and liability arising from Customer's failure to report or pay any taxes which are not collected by Licensor.

6. OWNERSHIP AND NATURE OF SERVICE

This Agreement does not convey any rights of ownership in the Service. As between Licensor and Customer, all right, title, and interest in and to the Service and all modifications and enhancements thereof and additions thereto (including ownership of all trade secrets, copyrights, and other proprietary rights pertaining thereto) shall at all times remain the property of Licensor. Customer must keep the Service free and clear of all claims, liens, and encumbrances. The Parties agree that the Agreement constitutes a license and services agreement, and is not intended to, and will not, constitute a lease of any real or personal property. Licensor may change all or any portion of non-Client owned equipment used to provide the Service at any time if Licensor, in its sole discretion, determines such change is necessary or desirable; provided that Licensor agrees to perform any such modification(s) in a manner that does not result in any adverse alteration to the Service provided to Client under this Agreement.

7. ACCOUNT INFORMATION AND DATA

Licensor does not own any data, information or material that Customer submits to the Service in the course of using the Service ("Customer Data"). Customer, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Licensor shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer's breach), Licensor will make available to Customer a file of the Customer Data within 30 days of termination if Customer so requests at the time of termination. Licensor will provide Customer Data in comma delimited format. Licensor reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer non-payment. Upon termination for breach, Customer's right to access or use Customer Data immediately ceases, and Licensor shall have no obligation to maintain or forward any Customer Data.

8. MAINTENANCE OF THE SERVICE

In consideration of the payment of Service Fees, Licensor shall provide Customer with the following maintenance and support for the Service ("Maintenance"):

- (a) Corrections to Software or Database defects, which Licensor may make in its discretion;
- (b) Updates to the Service, including, from time to time, minor modifications and enhancements (improved or additional capabilities) that are made at Licensor sole discretion and apply to the Service licensed hereunder; and
- (c) Telephone support, during Licensor's then-current standard support hours.

Major modifications and enhancements that are made to the Service (e.g., the addition of significant additional functionality) are done at Licensor's sole discretion and may be subject to the imposition of additional charges. In order to receive Maintenance, Customer may be required to permit Licensor access to information and physical equipment which is maintained by Customer (including, without limitation, individual computers, networks and/or vehicles which utilize the Service), and may need to do so via telecommunications or in person at reasonable times.

9. PROTECTION OF PROPRIETARY INFORMATION

Customer acknowledges and agrees that the Service and all programs and materials of the Hardware and Wireless Service which are related to the Service (if purchased by Customer) (all such material collectively, the "Confidential Materials"), are commercially valuable, proprietary products of Licensor or its licensors, as the case may be, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. The Confidential Materials are confidential and contain substantial trade secrets of Licensor and others, which Licensor has entrusted to Customer in confidence to use only as expressly authorized herein. To the extent any third party material is incorporated in the Confidential Materials, then such third party shall be a third party beneficiary to this Agreement to the extent permitted by applicable law. Licensor claims and reserves all rights and benefits afforded under federal copyright law in the Confidential Materials as unpublished works. Customer shall not, and shall cause its employees and agents not to, reproduce, publish, divulge, or otherwise make the proprietary information available in any form to any third party. Customer shall not copy, alter, translate, decompile, disassemble, reverse engineer, or attempt to determine the Software or Database source codes, create derivative works of any of the Confidential Materials, or publish the results of any benchmark tests run. Customer shall honor and leave intact any patent, trademark, copyright, or proprietary markings on any of the proprietary information. Customer agrees that Licensor may use whatever reasonable means Licensor desires to cause its proprietary information, including the Confidential Materials and the intellectual property embodied therein, to be protected including, but not limited to, copy-protected disks.

Customer acknowledges that in the event of Customer's breach of any of the provisions of this Section 9, Licensor will suffer irreparable harm will not have an adequate remedy in monetary damages. Licensor shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction without the requirement of posting a bond. Licensor right to obtain injunctive relief shall not limit its right to seek further remedies. Customer's obligations under this Section 9 shall remain in effect for as long as Customer continues to possess or use the Confidential Materials or any trade secrets derived therefrom, and for **five (5) years thereafter**.

10. TERM; TERMINATION; SURVIVAL

Unless earlier terminated as described herein, this Agreement shall extend from the date this Agreement is executed by Customer (the "Effective Date") for the period of years specified on Schedule 1 (the "Initial Term"). At the expiration of the Initial Term, provided that Customer is current in the payment of all fees due hereunder, the Agreement shall automatically renew for subsequent one (1) year terms (each a "Renewal Term,") unless either party provides notice of its intent not to renew to the other party at least sixty (60) days prior to the expiration of the then current Initial Term or Renewal Term, as applicable. The Initial Term and Renewal Term(s), if any, are the "Term" of the Agreement. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party, unless such breach is cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of receipt of written notice of such breach. Customer shall be considered in breach in the event that Customer (a) fails to make any payments due hereunder or under any other agreement with Licensor, (b) fails to perform or improperly performs any of its other obligations under this Agreement, (c) commits an act of bankruptcy, becomes subject to any proceeding pursuant to the Bankruptcy Code, becomes insolvent, or has any substantial part of its assets become subject to levy, seizure, assignment,

application or sale for or by any creditor or governmental agency, or (d) ceases doing business.

11. EFFECTS OF TERMINATION

Promptly upon termination of this Agreement for any reason, all rights granted to Customer will terminate and revert to Licensor, and Customer will immediately and permanently cease all use of the Service. Customer will return to Licensor all Service and other related materials (including without limitation, all Hardware, unless purchased by Customer), including all copies thereof, in whatever medium embodied, and will erase from storage media all Software and Database(s) within thirty (30) days after termination hereof or will provide a written statement to Licensor certifying that all such materials in its possession or under its control have been destroyed. Customer will not be relieved of its obligation to pay Licensor any amounts owed pursuant to this Agreement. The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement including, without limitation, Sections 9, 12, 13, 14, and 16 shall survive any such expiration, termination or cancellation.

12.1 REPRESENTATIONS & WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Subject to Section 12.2, below, Licensor represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Licensor help documentation under normal use and circumstances. The warranty provided by Licensor is expressly conditioned on Customer's observance of the operating security and data control procedures set forth in the Documentation.

12.2 HARDWARE WARRANTY

NOTWITHSTANDING SECTION 12.1, LICENSOR DOES NOT PROVIDE ANY WARRANTIES TO THE CUSTOMER REGARDING ANY HARDWARE. ALL HARDWARE IS PROVIDED TO CUSTOMER BY LICENSOR "AS IS." Licensor will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Hardware. Customer hereby acknowledges that Customer's sole remedies with regard to the Hardware, if any, provided hereunder, including, but not limited to, claims under warranty or other claims of liability are against the Manufacturer of the Hardware, subject to the Hardware Manufacturer's limitation of liability and limited warranties. Customer, recognizing that Licensor is not the manufacturer of any Hardware, expressly waives any claim that Customer may have against Licensor based upon any Hardware liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Hardware and also waives any right to indemnification from Licensor against any such Claim made against Customer by another.

12.3 DISCLAIMER OF WARRANTIES

NADS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR COMPLETELY SECURE. NADS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY STATEMENT, PROMISE, OR REPRESENTATION, EITHER ORAL OR WRITTEN, MADE BY OFFICERS, SALESMEN, OR AGENTS OF LICENSOR, WHICH WOULD SUPPLEMENT, EXPLAIN, INTERPRET, MODIFY OR EXPAND THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ANY SALES LITERATURE OR WRITTEN PROPOSALS. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT NO EXPRESS WARRANTY IS CONTAINED OR CREATED IN ANY ORAL STATEMENT OR IN ANY WRITING OTHER THAN THE EXPRESS WRITTEN WARRANTIES CONTAINED IN THIS AGREEMENT. CUSTOMER'S EXCLUSIVE REMEDY AND LICENSOR SOLE OBLIGATION UNDER ANY WARRANTY OR OTHER PROVISION OF THIS PARAGRAPH OR ANY PART OF THIS AGREEMENT IS REPAIR OR REPLACEMENT OF THE SERVICE OR OTHER PORTION OF THE SYSTEM OR RE-PERFORMANCE OF THE SERVICES, OR, AT THE SOLE DISCRETION OF LICENSOR, RETURN OF THE APPLICABLE FEES.

13. DISCLAIMER OF DAMAGES, LIMITATION OF LIABILITY

IN NO EVENT SHALL LICENSOR BE LIABLE HEREUNDER FOR (A) ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS OF WHATEVER NATURE, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIM OF WHATEVER NATURE RELATING TO THIS AGREEMENT OR TO ANY OBLIGATIONS, ACTS, EVENTS, OR OCCURRENCES PURSUANT TO, PRELIMINARY TO OR INCIDENTAL TO THIS AGREEMENT, OR (B) ANY LIABILITIES OF CUSTOMER TO THIRD PARTIES RESULTING FROM ANY FAILURE OF LICENSOR OR THE SYSTEM TO PERFORM AS REQUIRED UNDER THE TERMS OF THIS AGREEMENT. THE CUMULATIVE LIABILITY OF LICENSOR TO CUSTOMER FOR ALL CLAIMS RELATED TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES ACTUALLY PAID TO LICENSOR HEREUNDER FOR THE SERVICE IN THE IMMEDIATELY PRECEDING THREE MONTHS.]

Licensor is not liable for any problems with the performance of its obligations under this Agreement or for the performance of the Service caused by the lack or inconsistency of electrical power, by any casualty external to the Service, negligence, abuse, or misuse caused by Customer's personnel or agents, improper environmental conditions, war, insurrection, fire, weather, labor disputes, lack of supplies, or any other cause outside Licensor reasonable control. Licensor does not and cannot control the flow of data to or from Licensor's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet (or portions thereof). With respect to Licensor Hosting Services, Licensor will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events.

14. INDEMNIFICATION

Customer shall indemnify and hold Licensor, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Customer of Customer's representations and warranties; or (iii) a claim arising from the breach by Customer or its Users of this Agreement, provided in any such case that Licensor (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim without unconditionally releasing Licensor of all liability and such settlement does not affect Licensor's business or Service); (c) provides to Customer all available information and assistance; and (d) has not compromised or settled such claim.

15. ASSIGNMENT; CHANGE IN CONTROL

This Agreement may not be assigned by Customer without the prior written approval of Licensor but may be assigned without Customer's consent by Licensor to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of Licensor directly or indirectly owning or controlling 50% or more of Customer shall entitle Licensor to terminate this Agreement for cause immediately upon written notice.

16. MISCELLANEOUS

This Agreement, and any schedules that may be attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, sales literature and marketing, or any other communication, written or oral, not set forth herein. The headings of this Agreement are intended for convenience of reference and shall not affect its interpretation. This Agreement may only be amended by a writing signed by both parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of

any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall continue in full force and effect. No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied shall constitute a consent to, waiver of, or excuse for any other different, continuing or subsequent breach. This Agreement shall be binding on and shall inure to the benefit of the parties and their permitted successors and assigns. Customer may not assign this Agreement without the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion. The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Wisconsin without reference to its conflict of laws rules and each Party irrevocably consents to the exclusive jurisdiction of the appropriate state or Federal Court in Dane County, Wisconsin for any dispute arising out of or related to this Agreement. This Agreement may be executed in counterparts each of which shall be deemed an original and which together shall constitute one and the same Agreement. The parties may sign facsimile copies of this Agreement which shall each be deemed to be originals. Any notice to be given to either party hereunder shall be sent by certified mail, postage prepaid, to the addresses listed herein or at such other address that the party to receive the notice has designated in writing, and shall be deemed given when actually received.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

Agreed to by:

North American Dispatch Systems, LLC
PO Box 7036
Madison, WI 53707

By: _____

Printed: Egor Korneev

Title: VP Operations

Date: _____

Customer: _____

Address: _____

By: _____

Printed: _____

Title: _____

Date: _____

