

FLEETPOINT SERVICE AGREEMENT:

USE OF THIS SERVICE CONSTITUTES AGREEMENT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE END USER LICENSE AGREEMENT INCLUDED AND SUCH OTHER USER POLICIES AS FLEETPOINT MAY ESTABLISH FOR ITS DATA SERVICES. THIS AGREEMENT IS EFFECTIVE FROM THE DATE OF FIRST USE AS RECORDED BY FLEETPOINT. USE OF THIS SERVICE CONSTITUTES ACCEPTANCE OF THESE TERMS, THE PRIVACY POLICY PUBLISHED ON THE FLEETPOINT WEBSITE UNLESS MODIFIED BY SUPERCESSION.

FleetPoint is a product of Grey Island Systems International (GISI). GISI reserves the copyrights and intellectual property ownership rights of all the hardware and software provided. GISI reserve the right to change the hardware and software without notice. All rights and restrictions are conveyed in both the United States and Canada.

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PART 1: HARDWARE/SOFTWARE SERVICE & SUPPORT AGREEMENT

FLEETPOINT PROVIDES A ONE YEAR WARRANTY AND CONDITIONAL SUPPORT FOR THE FLEETPOINT PRODUCTS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

I. SERVICE

A. GISI will provide the FleetPoint Customers access to Customer Support personnel ("Support") subject to the terms and conditions of this Agreement. "Customer" as used herein, means an individual, a corporation, organization or legal entity that has purchased any GISI/FleetPoint product and paid for its own use or incurs charges for the use of the Service.

B. GISI makes only limited guarantees as to the continuous availability of specific features in future revisions of the software.

C. Customer access to this service is dependent on customer access to the internet. Use of the FleetPoint service requires the customer meet the following minimum recommended System Requirements for running FleetPoint:

- Internet connection with:
 - >500kbps download and >200 kbps upload speed minimum acceptable
 - >1Mbps download and >400kbps upload is highly recommended.
 - Try this site to test you network speed - <http://www.speakeasy.net/speedtest/>*
- PC with 450 megahertz or higher processor clock speed required (single or dual processor system)
- Microsoft® Windows XP, Windows XP Pro or Vista
- 128 megabytes (MB) of RAM or higher recommended
- SVGA monitor with 1024 x 768 or higher-resolution video adapter recommended
- Keyboard and Mouse (preferably with wheel)
- Microsoft® Windows Internet Explorer V7.0 recommended; Internet Explorer V6.0 SP2 acceptable

II. REGISTRATION REQUIREMENTS

Customer agrees to provide GISI (FleetPoint) with accurate and complete information including Customer's legal name, address, and telephone number. All changes to this information must be reported to FleetPoint within 30 days of the change. Customer is responsible for all email address updates. Additional support information is posted on the FleetPoint Web site at <http://www.FleetPoint.net/support.aspx>.

III. FEES

By accepting this Agreement, Customer agrees to be responsible for all support charges posted to Customer's account from the date of signature, until the account is cancelled as specified herein.

A. Customer Agrees to pay Grey Island Systems International (GISI) all fees and charges for the Services including all monthly usage, lease fees, maintenance fees and support fees. Installation, setup and training fees are non-refundable for all accounts, including those which elect to exercise to their 30 Day Money Back guarantee. GISI will not issue refunds based on early termination of an Agreement after 30 days. The 30 day period commences from the date GISI records the initial customer login to the FleetPoint system.

B. Customer is responsible for all usage and will not hold GISI accountable for airtime, mapping or hosting charges attributed to unauthorized use of the equipment, software or system. Customer is responsible for the fees for any period in which the equipment is in the customer's possession, regardless of whether that equipment is in use by the customer or installed. The Customer is responsible for all fees up until such time as FleetPoint acknowledges in writing that the account is terminated.

C. GISI agrees to provide the Customer with Customer Support at no charge for the period in which the Customer's Account is current with GISI from 7am Pacific to 5pm Pacific. Customer agrees to pay GISI for Advanced Technical Support (ATS) and charges for on-site Support Services at the rates defined below, or as defined in the Customers contract. Rates included in the Customer's contract shall supersede all rates provided here.

D. Current prices for GISI's FleetPoint services are as follows. All amounts are in the currency of the customers contract (US or Canadian Dollars):

FY2009 PRICING: PRICES ARE SUBJECT TO CHANGE AFTER JULY 31, 2010

Customer Care:	Included FREE for all Current Software Versions
Advanced Technical Support (ATS):	\$60/hour (billable in 5 minute increments)
On-Site Support Fees:	\$136 first hour/\$88 second and subsequent hour (travel and per diem are extra)
Custom Technical Support & Report Creation:	\$96/hour
Archived Data Restoration:	\$75 per request (180 days of data)
Data backup disks mailed to customer:	\$92 per disc set, sent semi-annually
Activation Fee:	\$50 (see contract for device specific rates)
Deactivation Fee:	\$50 (other charges may apply for early deactivation)
Suspension Fee(s):	\$35 each event, for suspension & restoration
Hardware and Accessories	See Individual Quote Sheet

F. Customer agrees to pay all taxes/interest which are required by law as well as all attorney and collection fees arising from efforts to collect any unpaid balance on Customer's account. FleetPoint shall have the right to bill and collect any applicable taxes of Customer where required by law.

G. Customer is responsible for all shipping and taxes from the point of origin (Toronto, ON) to the customer's location.

IV. USE OF THE ACCOUNT

A. Customer shall be responsible for maintaining the confidentiality of passwords used by Customer and its authorized users of the account.

B. If Customer purchases airtime directly from the Carrier Provider, Customer shall be responsible to the Carrier Provider for all airtime usage and all consequences of such actions to the Customer's account. In this situation, Customer will not hold GISI responsible for airtime charges or any data recovery issues associated with this product.

C. Except for software provided by GISI, Customer is responsible for providing and maintaining all hardware, equipment and other software necessary to access the Service. It is expressly the responsibility of the Customer to continuously monitor the vehicle mounted hardware for accurate, proper and reliable information. GISI does not monitor this equipment and Customer therefore agrees to hold GISI harmless for inaccuracies in, or failure to deliver telemetry data of any kind, for any reason.

D. Customer expressly agrees not to use the Service or permit others to use the Service through Customer's account in any way that violates any law or regulation; subjects GISI to liability of any kind; or is in contravention of GISI or Microsoft's Policies. Customer agrees to comply with all GISI and Microsoft's privacy and security procedures and standards. Customer further agrees not to use the Service in a manner that will disrupt or interfere with any third parties use of the Service or privacy.

E. Customer expressly agrees not to use the system for any mission critical activities. The system and any modifications, alterations, additions or changes thereto, are not fault tolerant and are not designed, manufactured or intended for use in life support, emergency, mission critical or other ultra-hazardous activities ("High Risk Activities"). GISI specifically disclaims any express or implied warranty of fitness for such High Risk Activities. Customer represents and warrants that it will not use, or permit to be used, the system for such High Risk Activities, and Customer agrees to fully indemnify and hold harmless GISI for any damages or other losses resulting from such use.

V. MINIMUM LEVELS OF SERVICE

A. GISI will provide the following minimum levels of service under this agreement:

- email notification of all service interruptions
- a minimum of 24 hour notification of all planned service interruptions, or activities which may have the potential of causing a service interruption.
- service availability shall be 99% or better at all times.
- escalation scheme for all events, and emergencies
- notification of all significant FleetPoint software upgrades, and documentation to describe their context and usage
- 24 hour response on all problem reports with a priority of URGENT; 48 hour response on weekends and holidays.
- A toll-free number [866-394-8949] for Customer Care calls between the hours of 10am and 7pm Eastern Time. After hours calls will be forwarded to on-call personnel.

B. Levels of Support under each Level of Service. All trouble reports will receive a priority within 24 hours of receipt. The priority of the response will be set based on the service impact of the trouble report; the priority's are **Low, High or Urgent**. Urgent priority items are addressed as described above. High priority items will be addressed within 48 hours during the week and within 72 hours on weekends and holidays. All other trouble reports will be addressed or responded to within 5 business days.

C. Both GISI and the customer shall cooperate to determine when customer or technical support incidents have reached a point where they are most appropriately resolved through escalation. Once escalated, GISI shall be responsible for managing and determining how best to resolve all Support issues and requests; and providing the end user with resolution.

D. Customer Subscriptions and Billing Service Levels are based usage frequency. Vehicles used less than 40 hours per week will receive **Silver** service; vehicles used for 40-70 hours of service per week require **Gold** service; and vehicles operating >70 hours per week require **Platinum** service. The Vehicle usage is computed from key On to key Off. If a vehicle operates for outside of its assigned service level for greater than 1 week per month it will be automatically raised to the next billing service level. Customers must advise GISI/FleetPoint Customer Care if the Billing Service level has returned to the previously assigned level; GISI/FleetPoint is not responsible for monitoring accounts for lower usage. Unless specifically stated on the contract all pricing is assumed to be Silver level service and GISI/FleetPoint shall have the right to invoice for additional hours of service.

VI. WIRELESS DATA COLLECTION AND STORAGE LIMITATIONS

A. GISI is not responsible for data collected while out of coverage that may not be downloaded when wireless data connectivity is restored. The data may not be provided in real time and delays in receipt of data are normal. The Customer assumes the entire risk in downloading, monitoring or otherwise accessing any data or information obtained from the GISI hardware and software. GISI is not responsible for data collected by the device, stored locally and lost prior to transmission.

B. The system performance (hardware and software) is very dependent on the coverage of the GISI carrier partners and the visibility of satellites to the equipment antenna. Actual coverage and operation of the hardware and software depends on system and satellite availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, Customer's equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond GISI's reasonable control. GISI will not be responsible for limits in coverage or performance degradation due to any such conditions. The coverage and calling areas may be interrupted, halted, or curtailed or the quality of the transmission may be diminished at any time. The Hardware and the Software are dependent upon the availability of the Internet, which is owned and operated by and accessed through third parties.

C. Data will be stored on the GISI/FleetPoint server for up to 180 days, after 180 days the data will be archived. Archived data can be retrieved to the customer's account for up to 5 years. There will be a charge for any data retrieval (See Section V).

D. Data stored in the database is subject to corruption by operator error or improper data storage techniques (including file over writes). GISI/FleetPoint is not responsible for any deliberate or accidental deletion, corruption or mishandling regardless of the cause, or the guidance provided by FleetPoint personnel or manuals in the handling of this data.

VII. LIMITED WARRANTY FOR DATA SERVICE

A. GISI HAS NO OBLIGATIONS TO MONITOR THE CUSTOMER'S DATA OR DEVICES.

B. GISI SHALL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICE. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO PLAN FOR DATA OUTAGES. LOSS OF DATA BY GISI DOES NOT CONSTITUTE A BREACH OF CONTRACT.

VIII. LIMITED WARRANTY FOR SOFTWARE

GISI provides a ninety (90) day limited software warranty to licensees of GISI software accompanying the GISI hardware. GISI warrants that the software, when used in accordance with the terms of the FleetPoint software license, will operate substantially as set forth in the applicable FleetPoint Documentation for a period of ninety (90) days following delivery of the software to licensee.

IX. LIMITED WARRANTY FOR HARDWARE

A. GISI provides a one (1) year limited product only hardware warranty to purchasers of FleetPoint products. FleetPoint warrants that the product hardware will be free from defects in materials and workmanship that result in a material deviation from the applicable published FleetPoint technical specifications.

B. In the event of failure, GISI will repair or replace such product hardware within five (5) working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by GISI Technical Support in person or via telephone, and (2) received a Technical Support RMA number from GISI. Further, the product hardware must be shipped, shipment pre-paid, to GISI, and the RMA number must be clearly indicated on the shipping box and papers.

X. REMEDIES BY CUSTOMER

A. If Customer is dissatisfied with the Product or its support, or practices, Customer's sole and exclusive remedy is to terminate this Agreement and discontinue using the Software by canceling the account as described in this Agreement.

B. UNDER NO CIRCUMSTANCES SHALL GISI, ITS EMPLOYEES, AGENTS, AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM ANY: USE OF CUSTOMER'S ACCOUNT OR THE SOFTWARE OR CUSTOMER'S INABILITY TO USE THE SOFTWARE; ACCESS OF THE INTERNET OR ANY PART OF THE SERVICE; OR, CUSTOMER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR AIRTIME DISPUTES WITH THE WIRELESS CARRIER OR AIRTIME DISPUTES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

XI. TERM OF AGREEMENT

ALL CUSTOMERS AGREE TO A MINIMUM TERM OF SERVICE OF THREE YEARS UNLESS SPECIFICALLY SUPERCEDED ELSE WHERE.

This Agreement is effective from Customer's acceptance thereof, or upon the initial use of the Service through the Customer account, whichever occurs first. This Agreement shall continue in effect for three years, or until either party gives the other party notice of termination as provided herein. Shorter agreements must be agreed in writing between the parties.

This Agreement shall terminate immediately and without notice if (i) an individual or business shall be in breach of any material provision hereof, (ii) an individual or business shall file a voluntary petition in bankruptcy, any involuntary petition in bankruptcy shall be filed against the individual or business, or an individual or business shall be adjudicated bankrupt, (iii) an individual or business shall become insolvent, shall make an assignment for the benefit of your creditors, or shall make any arrangement pursuant to any bankruptcy or insolvency law, or (iv) a receiver shall be appointed for an individual or business or your business.

XII. TERMINATION OF AGREEMENT

A. Customer shall have the right to terminate this Agreement at any time with or without cause after the initial term of the agreement (see above) with 10 days notice to GISI. Customer will receive a written confirmation of cancellation through mail unless notice of cancellation is provided via email. The Customer remains liable for all amounts owned during the initial term of the Agreement. GISI will not provide any rebates for cancelled accounts.

B. GISI may terminate this Agreement, with notice, if the Customer has any past due balance, commits a breach of this Agreement or the FleetPoint End User License Agreement.

C. Upon termination of this Agreement, all rights granted to Customer and Customer's authorized users under this Agreement shall immediately cease and terminate.

XIII. INDEMNIFICATION

An individual or business agree to indemnify, defend and hold GISI harmless from and against any and all loss, cost, damage, liability and expense (including without limitation reasonable attorneys fees, court costs, and other reasonable litigation and arbitration expenses) which GISI may suffer, sustain or incur as a result of, arising out of, or relating to your breach of any of your representations, warranties or agreements contained herein.

XIV. ARBITRATION

If any dispute or controversy shall arise between GISI and an individual or business with respect to the Product, this Agreement, or any rights or obligations hereunder, and if such dispute or controversy shall not have been resolved within ten (10) business days next following the date upon which such dispute or controversy shall have arisen, then except as otherwise provided in this Paragraph, such dispute or controversy shall be submitted to the Seattle, Washington office of the American Arbitration Association for arbitration by one arbitrator in accordance with the American Arbitration Association's commercial arbitration rules as then in effect. Such arbitrator shall be authorized to award any relief which he or she may deem proper in the circumstances, without regard to the relief that would otherwise be available in a court of law or equity, including without limitation an award of money damages, equitable relief, attorneys fees, and other arbitration and litigation costs and expenses. Any such award, and the findings of such arbitrator shall be conclusive and binding upon the parties hereto, and judgment upon such award may be entered in any court of competent jurisdiction which is described below. Notwithstanding the foregoing, GISI shall have the right to file an action in a state or federal court described below, without submitting such dispute or controversy to arbitration, if in good faith GISI seeks a remedy in nature of a temporary restraining order or a temporary or permanent injunction.

XV. SEVERABILITY

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof, and except as otherwise expressly provided herein any such provision which is adjudicated to be invalid or unenforceable by a court of competent jurisdiction shall be severed from this Agreement.

XVI. ASSIGNMENT

Your rights and obligations hereunder are personal to an individual or business and are not subject to voluntary or involuntary alienation, transfer, delegation or assignment by you. For purposes hereof, your rights and obligations hereunder shall be deemed to be alienated, transferred, delegated or assigned if an individual or business shall be merged or consolidated with or into any other entity, or if an individual or business shall be controlled by any person or entity other than the persons and entities which control an individual or business as of the date hereof. The rights and obligations of GISI hereunder shall inure to the benefit of and be binding upon GISI's successors and assigns.

XVII. WAIVER

Failure to insist upon strict compliance with any of the terms or conditions hereof shall not be deemed a waiver or relinquishment of such term or condition, nor shall any waiver or relinquishment of any right or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right or remedy at any other time or times.

XVIII. ENTIRE AGREEMENT

This Agreement contains the entire agreement between GISI and an individual, or business, with respect to the subject matter hereof, and all prior negotiations, understandings and agreements are merged herein. This Agreement may not be amended or rescinded except pursuant to a written instrument signed by the party against whom enforcement is sought.

XIX. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Customers country, to be the Province of Ontario (Canadian Customers) and the State of Delaware (US Customers), without regard to its conflicts of laws provisions. Except as otherwise provided above, any litigation regarding the interpretation, breach or enforcement of this Agreement or of any arbitration award issued pursuant to the terms above shall be filed:

- 1) Canadian Customers - in a Provincial Court of appropriate jurisdiction located in the Province of Ontario or in a federal court of appropriate jurisdiction in Canada, and each of the parties hereto hereby submits itself to the exclusive jurisdiction of such courts for such purposes.
- 2) US Customers – For purposes of injunctive relief or any other matter which is not subject to the arbitration provisions of this Agreement, Contractor and the Company agree to the exclusive jurisdiction of the United States District Court of New York (Southern District) unless mutually agreed to the contrary.

Neither this Agreement, nor the software covered by it shall be transferable or assignable by Customer to any third party without a separate written agreement.

XX. NOTICE

A. Customer may change his/her/its FleetPoint account by contacting support@fleetpoint.net or calling Customer Care (866) 394 8949 x1. Account cancellations require 30 days notice and are by the following means only:

(i) electronic mail to support@fleetpoint.net; or

(ii) first-class registered or certified mail, return receipt requested addressed to Grey Island Systems Grey Island Systems International Inc. 76 Stafford Street, Toronto, Ontario M6J 2S1

B. GISI/FleetPoint may provide notice to Customer by the following methods: Electronic mail (e-mail) addressed to Customer's e-mail account or general posting to FleetPoint's site at <http://www.FleetPoint.net>.

C. FleetPoint shall have the right to distribute information to its customers that it believes is informative in nature.

XXI Hardware Returns and Exchanges

All stock products come with a 30-day return policy; there are no returns for special orders or accessories. To return or exchange an item, you must first contact us and then return the item in its original packaging. Shipments without an RMA number on the outside of the package will not be accepted. See RMA form for shipping instructions.

To get an RMA (return material authorization) contact your Account Manager or Sales (866) 394 8949. Clearly print your name and address on the outside of the package.

PART 2: FleetPoint End User License Agreement

I. DESCRIPTION OF THE PRODUCT

This Grey Island Systems International (GISI) product known as "FleetPoint" may include (i) one or more software programs, (ii) one or more databases of map or chart data, (iii) one or more databases of other data, (iv) text and graphics, and/or (v) photographs (all such material is collectively referred to herein as the "Product"). Certain portions of the Product are owned by GISI, and other portions of the Product may be owned by one or more third parties, and licensed to FleetPoint for use as provided in this License Agreement. Certain portions of the Product may be subject to Copyrights by Microsoft, Inc. Your use of the Product is subject to all of the terms and conditions of this License Agreement.

II. GRANT OF LICENSE

Except to the extent otherwise provided herein, GISI hereby grants to each purchaser a non-transferable, non-exclusive license to use the Product during the Term (as defined below) on any purchaser owned or leased computer, as may be applicable. FleetPoint expressly reserves any and all rights which it may have in or to the Product which are not expressly licensed by FleetPoint to an individual or business hereunder, including but not limited to any and all such copyrights, patent rights and other intellectual property rights.

III. TERM

The term of the license granted to an individual or business hereunder (the "Term") commences upon acceptance of the terms of this License Agreement and will continue until the Term shall be terminated as provided in Section XI of Part 1.

IV. RESTRICTIONS ON USE

Use of the Product is subject to the following restrictions and requirements:

(a) No Modification or Reverse Engineering.

(b) No Distribution except as expressly permitted herein.

(c) Limited Right to Make Copies. Except as expressly permitted herein, the license granted to an individual or business includes the right to make copies of the Product solely for back-up or archival purposes.

V. LIMITATION OF LIABILITY

THE PRODUCT IS INTENDED SOLELY AS A LOCATION BASED SERVICES AND AID FOR TRACKING LOCATION. AN INDIVIDUAL OR BUSINESS UNDERSTAND AND ACKNOWLEDGE THAT TRACKING REQUIRES CONSENT OF THE INDIVIDUAL BEING TRACKED AND THE APPLICATION OF SOUND JUDGMENT IN THE PROCESS DISCLOSING INFORMATION. THIS PRODUCT IS NOT TO BE USED AS A SOURCE OF NAVIGATION INFORMATION OR AS A SOLE SOURCE OF INFORMATION FOR BUSINESS OR ESSENTIAL DECISIONS.

IF GISI SHALL BE IN BREACH OF ANY PORTION OF THE LIMITED WARRANTY SET FORTH ABOVE, THEN, AT THE ELECTION OF GISI, GISI SHALL USE REASONABLE EFFORT EITHER TO MODIFY OR TO REPLACE THE PRODUCT WITH A COMPARABLE PRODUCT WHICH DOES NOT RESULT IN A BREACH OF SUCH LIMITED WARRANTY. IN NO EVENT SHALL GISI BE LIABLE TO AN INDIVIDUAL OR BUSINESS OR TO ANY THIRD PARTY AS A RESULT OF ANY ERRORS OR OMISSIONS IN ANY CONTENT SUPPLIED TO GISI BY ANY THIRD PARTY AND INCLUDED WITHIN THE PRODUCT. IN NO EVENT SHALL GISI BE LIABLE TO AN INDIVIDUAL OR BUSINESS OR TO ANY THIRD PARTY AS A RESULT OF LOST PROFITS, ECONOMIC LOSSES, OR ANY OTHER CONSEQUENTIAL DAMAGES, OR FOR EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, ARISING OUT OF ANY BREACH BY GISI OF ANY WARRANTY, AGREEMENT OR OBLIGATION CONTAINED HEREIN, EVEN IF GISI SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF GISI, LLC FOR ACTS OR OMISSIONS RELATING TO OR ARISING OUT OF THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY SUCH LIABILITY BASED ON OR ARISING OUT OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY, SHALL BE LIMITED AS SET FORTH IN THIS PARAGRAPH, AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GISI TO AN INDIVIDUAL OR BUSINESS WITH RESPECT THERETO EXCEED THE AGGREGATE AMOUNT WHICH AN INDIVIDUAL OR BUSINESS SHALL THEN HAVE PAID TO GISI WITH RESPECT TO THE PRODUCT.

VI. LIMITED WARRANTY

GISI represents and warrants to an individual or business that (i) all portions of the Product are either owned by GISI or licensed to GISI pursuant to a license agreement which grants to GISI the right to grant to an individual or business the license described in this License Agreement, (ii) your use of the Product as described herein will not infringe upon any patent, copyright, trade secret or other proprietary right of any third party, and (iii) throughout the thirty (30) day period immediately following the commencement of the License Term, the Product will be free of material defects in materials and workmanship which preclude an individual or business from using the Product for its intended purpose. If an individual or business are not completely satisfied with the Product for any reason, an individual or business may return the Product to the place of purchase

within thirty (30) days of purchase, together with your original receipt and the Product's supporting literature, packaging, and your purchase price will be refunded.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, GISI MAKES NO WARRANTY WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCT OR ITS CAPABILITY, VALIDITY, ACCURACY OR RELIABILITY. GISI HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND AN INDIVIDUAL OR BUSINESS ACKNOWLEDGE AND AGREE THAT AN INDIVIDUAL OR BUSINESS SHALL BEAR THE ENTIRE RISK WITH RESPECT TO THE QUALITY AND PERFORMANCE OF THE PRODUCT.

VII. CONFIDENTIALITY

An individual, or business acknowledge that the Product contains trade secrets and other confidential and proprietary information of GISI, including without limitation proprietary data storage formats (the "Confidential Information"). Accordingly, an individual or business agree that, except as expressly permitted herein, neither an individual or business nor any of your employees, representatives, agents, subcontractors, affiliates or successors (the "Related Parties") shall, at any time, in whole or in part, directly or indirectly, either (i) use any Confidential Information for his, her or its own benefit or for the benefit of any other person, partnership, association, corporation, limited liability company or other entity, or (ii) divulge or disclose any Confidential Information to any other person, partnership, association, corporation, limited liability company or other entity. Without limiting the generality of the foregoing, an individual or business agree that, except as expressly authorized herein, an individual or business shall not transfer, publish, disclose, display or otherwise make available to any third party any portion of the Product in any way. As used herein, the term "Confidential Information" shall not be deemed to include any information which (i) is or becomes publicly known through no wrongful act of an individual or business or any Related Party, (ii) is rightfully received by an individual or business or any Related Party without similar restrictions and without breach of this or any similar agreement, (iii) is furnished to a third party by GISI without a similar restriction and the rights of the third party, (iv) is approved for release by a written authorization of GISI, (v) is disclosed pursuant to an order of any court of competent jurisdiction, provided that an individual or business give GISI prompt notice of such order and comply with any protective order or similar order which may be imposed in connection with such disclosure, or (vi) is developed independently by an individual or business or any Related Party without access to any Confidential Information.

Remarque: Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

LE PRODUIT EST PRÉVU SEULEMENT EN TANT QUE LES SERVICES ET AIDE BASÉS PAR ENDROIT POUR L'ENDROIT DE CHEMINEMENT. UN INDIVIDU OU DES AFFAIRES COMPRENNENT ET RECONNAISSENT QUE LE CHEMINEMENT EXIGE LE CONSENTEMENT DE L'INDIVIDUEL ÉTANT DÉPISTÉ ET L'APPLICATION DU JUGEMENT SAIN DANS L'INFORMATION DE RÉVÉLATION DE PROCESSUS. CE PRODUIT NE DOIT PAS ÊTRE EMPLOYÉ COMME SOURCE D'INFORMATION DE NAVIGATION OU COMME SOURCE D'INFORMATION UNIQUE POUR DES AFFAIRES OU DES DÉCISIONS ESSENTIELLES.

EXONÉRATION DE GARANTIE

Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. GISI n'accorde aucune autre garantie expresse.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous ne pouvez prétendre à aucune indemnisation pour dommages, y compris le dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

CLAUSE CONTRACTUELLE

TOUS LES CLIENTS SONT D'ACCORD SUR UNE LIMITE DU SERVICE MINIMUM DE TROIS ANS À MOINS QUE SPÉCIFIQUEMENT REMPLACÉS AUTREMENT OÙ.

PART 3: Microsoft Virtual Earth (Mapping) Terms of Use

I. AGREEMENT BETWEEN YOU AND MICROSOFT CORPORATION

IMPORTANT - READ CAREFULLY BEFORE USING THE VIRTUAL EARTH MAPPING OR THE GIS APPLICATION. BY USING THIS WEB SITE OR APPLICATION, YOU AGREE WITH THESE TERMS OF USE. WHILE MICROSOFT MAKES EVERY EFFORT TO MAINTAIN THE ACCURACY OF THE MAPPING AND IMAGERY DATA COVERED BY THESE TERMS NO UPDATE PERIODICITY IS GUARANTEED.

The Microsoft MapPoint/Virtual Earth Web Service consists of mapping and related services provided by Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052 or its affiliates ("Microsoft"). These Terms of Use apply to the MapPoint/Virtual Earth Web Service and do not apply to the content of third parties offering services using the MapPoint/Virtual Earth Web Service. The MapPoint/Virtual Earth Web Service is offered to you conditioned on your acceptance without modification of the Terms of Use. Your use of the MapPoint/Virtual Earth Web Service constitutes your agreement to all provisions of these Terms of Use.

II. MODIFICATION OF THESE TERMS OF USE

Microsoft reserves the right to change the Terms of Use under which the MapPoint/Virtual Earth Web Service is offered, including the right to add new terms. You are responsible for regularly reviewing the terms, conditions and notices of these Terms of Use, and any modified or additional terms, conditions or notices that may be included on or with any content available on the MapPoint/Virtual Earth Web Service. Your continued use of the MapPoint/Virtual Earth Web Service constitutes your agreement to all such terms, conditions and notices.

III. SCOPE OF PERMITTED USE

MapPoint/Virtual Earth Web Service is for your individual use, solely for internal use by you for your business, or for your own personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell or otherwise convey any information, software, products or services obtained from the MapPoint/Virtual Earth Web Service without the prior written consent from Microsoft.

You may not disassemble, decompile or otherwise reverse engineer all or any portion of the MapPoint/Virtual Earth Web Service or the Content. You acknowledge that the MapPoint/Virtual Earth Web Service, including the Content, is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the MapPoint/Virtual Earth Web Service, including the Content, directly or indirectly, to any countries that are subject to U.S. export restrictions.

IV. LINKS TO THIRD PARTY SITES

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