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## IKE Terms of Service

This TERMS OF SERVICE (this “**Agreement**”) is agreed to between ikeGPS, Inc. (“**ikeGPS**”) and you, or, if you represent an entity or other organization, that entity or organization (in either case “**You**”).

ikeGPS has developed an online platform available through various websites (each, the “**Website**”) and various mobile applications (each, the “**Application**”) operated and provided by ikeGPS (each Website and Application together, the “**Platform**”), providing information, data, content, and other resources (“**Content**”), as well as additional services described on the Platform (“**Services**”). “**Content**” includes, but is not limited to, photos, images, logos, calculations, measurements, notes, and any other data, textual or binary, that can be stored, displayed, or is otherwise made accessible on the Platform or has been derived from data stored on the Platform. You are required to agree to the terms of this Agreement before accessing or using the Platform, Content, and Services. For the avoidance of all doubt, Improvements and Feedback (each term as defined below) are not included in the definition of “Content.”

This Agreement includes the terms and conditions below and the ikeGPS [Privacy Policy](#). You are responsible for compliance with this Agreement (including any related policy). Unless You and ikeGPS have otherwise agreed in writing, this Agreement is a complete and exclusive agreement between You and ikeGPS regarding Your access to and use of the Platform, Content, and Services, whether used in connection with other products or services, or independent of them.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCESSING OR USING THE PLATFORM, CONTENT, OR SERVICES, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THESE TERMS, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, ikeGPS IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE PLATFORM, CONTENT, OR SERVICES AND YOU MUST NOT ACCESS OR USE THE PLATFORM, CONTENT, OR SERVICES. IF YOU ACCESS OR USE THE PLATFORM, CONTENT, OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT.

- 1. TERM.** This Agreement is entered into as of the earlier of the date You access or use the Platform, Content, or Services and will continue until terminated as set forth herein.
- 2. DEFINITIONS.** Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English meaning as commonly interpreted in the United States.
- 3. MODIFICATIONS.** ikeGPS reserves the right, at any time, to modify the Platform, Content, Services, or this Agreement, by making those modifications available on the Platform or by providing notice to You. Any modification will be effective immediately upon posting on the Platform or other such notice. As applicable, You are deemed to have agreed to such modification through Your continued use of the Platform or Services.
- 4. ELIGIBILITY.** The Platform, Content, and Services are intended for use by individuals 13 years of age and older. If You are 13 or older but younger than 18, then You may establish Your own Account (as defined below) and access and use the Platform, Content, and Services only if Your parent or guardian accepts this Agreement on Your behalf. If You are a parent or guardian entering this Agreement for the benefit of a child age 13 or older but under 18, then You agree You will be solely responsible for all access to and use of the Platform, Content, or Services.
- 5. QUOTE AND TERMS OF SALE.** You may be permitted to place orders seeking to purchase products and other offerings (“**Products**”) available for sale on the Platform (whether in the form of an online order submitted through the Website, Application or an order submitted by way of email, phone, or other form permitted by ikeGPS, an “**Quote**”). All Quotes are subject to acceptance by ikeGPS, in its sole discretion. In addition to this Agreement, Your purchase of any Products is governed by the terms displayed in connection with each Product and any additional terms provided to You in connection with Your Quote or any acceptance of Your Quote provided by ikeGPS (the “**Terms of Sale**”). By executing a Quote, You agree to be bound by the Terms of Sale with respect to that Quote and all Products included in that Quote. If this Agreement conflicts with the Terms of Sale for any Quote, the Terms of Sale will govern and control with respect to the Products provided to You under that Quote. Risk of loss and title to any Products You purchase pass to You upon delivery of those Products to the applicable carrier. If a Product is listed at an incorrect price or with incorrect information, ikeGPS has the right to refuse or cancel any Quote placed for those Products, whether or not the Quote has been

confirmed or Your credit card has been charged. If Your credit card has already been charged for a Quote and Your Quote is canceled, ikeGPS will promptly issue You a credit in the amount of the charge.

**6. OWNERSHIP.** The Platform, Content, and Services made available to You are subject to this Agreement. Any Platform, Content, or Services provided to You, but not of Your own making, are the property of ikeGPS or the respective provider. ikeGPS retains all right, title, and interest, including, without limitation in and to the Platform and any additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Platform and You are not granted any right or license to use the Platform itself, apart from Your right to access the Platform, Content, and Services under this Agreement. The ikeGPS name, logo, and all product and service names associated with the Platform, Content, and Services are trademarks of ikeGPS and its licensors and providers and You are granted no right or license to use them without first obtaining the consent of ikeGPS.

Content which has been created and provided by You is owned solely by You. ikeGPS does not claim any ownership rights in Your Content and nothing in this Agreement will be deemed to restrict any rights that You may have to use and exploit Your Content. By making available any Content through the Services, You hereby grant to ikeGPS a worldwide, non-exclusive, sublicensable, transferable license to use, copy, modify, distribute, and process Your Content, without any further consent (except as provided below), notice, or compensation to You or others, subject to the ikeGPS [Privacy Policy](#). Without limiting the foregoing provision, ikeGPS shall not use Your Content for promotional or marketing purposes to demonstrate the Platform or Services without first obtaining Your prior approval, which may be in the form of a confirming email.

You acknowledge and agree that You are solely responsible for all Content that You make available through the Services. Accordingly, You represent and warrant that: (i) You either are the sole and exclusive owner of all Content that You make available through the Service or You have all rights, licenses, or permissions, consents, and releases that are necessary to grant to ikeGPS the rights in such Content, as contemplated under this Agreement; and (ii) neither the Content nor Your posting, uploading, publication, submission, or transmittal of the Content or ikeGPS's use of the Content (or any portion thereof) on, through, or by means of the Services or otherwise will infringe, misappropriate or violate any third party's patent, copyright, trademark, trade secret, or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

**7. THIRD PARTY SERVICES.** The Platform may provide You with the choice to access certain Services and Content developed, provided, or maintained by other third-party service providers ("**Third Party Services**"). In addition to the terms of this Agreement, Your access to and use of any Third Party Services is also subject to any other agreement You may agree to before being given access to the Third Party Services (each, a "**Third Party Service Agreement**"). The terms of any Third Party Service Agreement (which may include payment of additional fees) will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of this Agreement, but will not apply to any other Services or Content You may access through ikeGPS. Except as set forth in this Agreement, the terms of any Third Party Service Agreement will control in the event of a conflict between the terms of this Agreement and that Third Party Service Agreement. Among the various Third Party Services that ikeGPS utilizes, ikeGPS works with Google Maps and uses Google Maps' API to provide various Services and Content to You. By accessing or using the Platform, Content, or Services it subjects You to Google Map's Terms of Service, located at [http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html).

**8. DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AS MAY OTHERWISE BE PROVIDED IN THE TERMS OF SALE TO A PRODUCT, THE PLATFORM, CONTENT, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE FULLEST EXTENT PERMITTED BY LAW. IKEGPS AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AND DISTRIBUTORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUIET ENJOYMENT OR NONINFRINGEMENT. IKEGPS DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF THE PLATFORM OR ANY CONTENT OR SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IKEGPS, ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

YOU RECOGNIZE THAT THE PLATFORM AND ALL SERVICES AND CONTENT PROVIDED THROUGH THE PLATFORM ARE NOT INTENDED TO REPLACE YOUR PRIMARY ORGANIZATIONAL, MANAGEMENT, AND COMMUNICATION SYSTEMS. THE PLATFORM AND ALL SERVICES AND CONTENT PROVIDED THROUGH THE PLATFORM ARE NOT BUILT FOR ERROR-FREE ACCESS AND THAT INTERRUPTIONS, CRASHES, DOWNTIME, DELAYS, AND LATENCY MAY OCCUR FROM TIME TO TIME. THE PLATFORM IS NOT FAULT TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE FOR OR WITH REAL TIME ROUTE GUIDANCE (INCLUDING WITHOUT LIMITATION, TURN-BY-

TURN ROUTE GUIDANCE AND OTHER ROUTING THAT IS ENABLED THROUGH THE USE OF A GPS OR OTHER SENSOR) OR FOR OR IN CONNECTION WITH ANY SYSTEMS OF FUNCTIONS FOR AUTOMATIC OR AUTONOMOUS CONTROL OF VEHICLE BEHAVIOR, WHERE THE FAILURE OF THE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE. THE PLATFORM IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS.

9. **LIMITATION OF LIABILITY.** USE OF THE PLATFORM OR SERVICES IS AT YOUR OWN RISK. IKEGPS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), RELATED TO YOUR DECISION TO ACCESS AND USE ANY OF THE PLATFORM, CONTENT, SERVICES PROVIDED BY IKEGPS OR PRODUCTS SOLD UNDER ANY QUOTE, EVEN IF IKEGPS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR INABILITY TO USE EQUIPMENT OR ACCESS DATA, MEASUREMENT ACCURACY, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IKEGPS'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCT AND SERVICES DURING THE PRIOR TWELVE MONTHS BEFORE THE CLAIM. YOU AGREE THAT IKEGPS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, IKEGPS' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. **INDEMNIFICATION.** You agree to indemnify and hold ikeGPS, and its subsidiaries, affiliates, officers, agents, co-branders, or other partners, and employees, harmless from any claim, losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees, court costs, damage awards, and settlement accounts) made by any third party due to or arising out of Content You submit, post, transmit, or make available through the Services, Your use of the Service, Your connection to the Service, Your violation of this Agreement, Your intentional or negligent violations of any applicable laws or governmental regulation, Your contractual relation with a third party, or Your violation of any rights including but not limited to rights relating to patent or copyright of another. ikeGPS will provide You with notice of any such claim or allegation, and ikeGPS will have the right to participate in the defense of any such claim at its expense.

11. **PROPRIETARY RIGHTS.** This Agreement does not transfer any right, title, or interest in the Platform, Content, or Services to You. Subject to Your compliance with this Agreement, ikeGPS grants to You a limited, personal, non-exclusive, non-transferable right to access the Platform, Content, and Services as made available through the Platform. Your right to access the Service will be limited by the terms of this Agreement. Except for this right granted to You, ikeGPS retains all right, title, and interest in and to the Platform, Content, and Services, including all related intellectual property rights and any additions improvements, updates and modifications thereto. The Platform, Content, and Services are protected by applicable intellectual property laws, including United States copyright law and international treaties. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, You will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Platform, Content, or Services; (b) rent, lease, or sublicense the Platform, Content, or Services; or (c) circumvent or disable any security or technological features or measures in the Platform. ikeGPS reserves the right, but not the obligation, to take any appropriate legal action for any illegal or unauthorized use of the Platform, Content, or Services or violation of this Agreement.

12. **REGISTRATION.** In order to access the Services, You will have to create an account. You must submit a valid email address and select a password during the registration process. By electing to use the Services, You agree to provide true, accurate, current, and complete information about Yourself as prompted by any registration form for the Platform, and You agree to maintain and promptly update any registration data to keep it true, accurate, current, and complete. If You provide any information that is untrue, inaccurate, not current, or incomplete, or ikeGPS has any reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, ikeGPS may suspend or terminate Your account and refuse to offer You any and all current or future use of the Platform, Content, or Services. By creating an account for the Services, You also agree to the following:

1. The account must be specific to You – accounts may not be shared with other users.
2. You understand that sharing account information or allowing others to access Your account could result in removal of Your account.
3. You will notify ikeGPS of any unauthorized use of Your password or account or any other breach of security as soon as You become aware of such use or breach.

4. You are solely responsible for any and all use of Your account by any third party.

**13. TERMINATION.** You are free to stop using the Platform or Services at any time. ikeGPS also reserves the right to suspend or end the Platform or Services at any time at our discretion and without notice. For example, ikeGPS may suspend or terminate Your use of the Platform or Services if You are not complying with this Agreement, or use the Platform or Services in a manner that would cause ikeGPS legal liability, disrupt the Platform or Services or disrupt others' use of the Platform or Services. Additionally, ikeGPS reserves the right to terminate and delete Your account if You haven't accessed our Platform or Service for 12 consecutive months.

**14. RETENTION.** You grant ikeGPS the right to retain Content You store within the Service for as long as ikeGPS need it to provide You the Services. If You delete Your account, ikeGPS will delete Your Content within a reasonable period of time, provided that residual copies may persist in backup or archival versions made in due course. You agree and understand that ikeGPS may retain Your Content, in our sole discretion, if necessary to comply with ikeGPS's legal obligations, resolve disputes, or enforce our agreements.

**15. DATA PRIVACY.** You expressly consent to the use and disclosure of personally identifiable information and other data and information as described in the ikeGPS [Privacy Policy](#). Furthermore, You expressly consent to having Your personally identifiable information transferred to and processed in the United States. Notwithstanding anything in the ikeGPS Privacy Policy, ikeGPS will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from Your access to and use of the Platform, Services, or Content. To the extent any such data or information is collected or generated by ikeGPS, the data and information will be solely owned by ikeGPS and may be used by ikeGPS for any lawful business purpose without a duty of accounting to You, provided that the data and information is used only in an aggregated form, without directly identifying You or any other entity or natural person as the source thereof.

**16. WAIVER, SEVERABILITY & ASSIGNMENT.** ikeGPS's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the invalidity of such provision shall not affect the remaining provisions of this Agreement, and all provisions not affected will remain in full effect to the fullest extent possible consistent with the intent of the parties. You may not assign any of Your rights under this Agreement, and any such attempt will be void. ikeGPS may assign its rights within its sole discretion to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Platform or Service.

**17. GOVERNING LAW.** This Agreement, including, to the extent applicable, any negotiations, arbitrations, or other proceedings hereunder, shall be governed by and construed in accordance with the laws of the State of Colorado, U.S.A., without regard to its conflict of law provisions. The parties agree to attempt in good faith to negotiate any conflict arising under this Agreement. If any dispute cannot be negotiated in good faith within 30 days, the parties agree to bring any action or proceeding arising from or relating to this Agreement exclusively in a federal court in the District of Colorado, U.S.A. or in state court in Denver, Colorado U.S.A., and You irrevocably submit to the personal jurisdiction and venue of any such courts in any such action or proceeding brought in such courts by ikeGPS.

**18. BETA SOFTWARE.** From time to time, ikeGPS may post, publish, distribute, present for download, or otherwise make available Beta versions, or portions thereof, of its Products or other software (the "**Beta Software**"). The Beta Software is available to the public for testing and evaluating purposes as part of the software development process. There are risks associated with using the Beta Software. You acknowledge that the Beta Software is not a publicly released product and, as such, has not yet been tested like other commercially released software. Therefore, it is likely that the Beta Software will contain errors, including bugs and errors that may cause the Beta Software or Your computer to malfunction or cause a loss of data. If You do not wish to accept these risks, please do not install or use the Beta Software. Furthermore, ikeGPS is not obligated to correct errors or correct the effects of errors (including, but not limited to, fixing Your computer or recovering lost data) or provide any technical support related to use of the Beta Software.

**19. SAMPLE APPLICATION CODE.** Except as set forth in documentation relating to such code or in a separate agreement between You and ikeGPS, You may modify the source code form of those portions of such software programs that are identified as sample code, sample application code, or components (each, "**Sample Application Code**") in the Product documentation solely for the purposes of designing, developing and testing products and applications developed using ikeGPS software programs; provided, however, You are permitted to copy and distribute the Sample Application Code (modified or unmodified) only if all of the following conditions are met: (i) You distribute the compiled object Sample Application Code with Your application; and (ii) You do not use ikeGPS's name, logos or other ikeGPS intellectual property to market Your product or application. You agree to indemnify, hold harmless and defend ikeGPS from and against all claims, losses, liabilities, damages, fees, expenses, and costs (including reasonable

attorneys' fees, court costs, damage awards, and settlement accounts) that arise or result from the use or distribution of the Sample Application Code.

**20. FEES AND PAYMENTS.** The Platform and Services are free to access at this time. ikeGPS retains the right to either terminate Your free access or require You to pay a monthly subscription fee to continue Your access to the Platform or Services.

**21. EXPORT COMPLIANCE.** The Platform and the Services may be subject to United States export controls. You will comply fully with all applicable export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations.

**22. CLAIMS OF INFRINGEMENT.** ikeGPS respects Your copyrights and other intellectual property rights and those of other third parties. If You believe in good faith that Your copyrighted work has been reproduced on the Website without Your authorization in a way that constitutes copyright infringement, You may notify our designated copyright agent by mail to:

ikeGPS, Inc.  
Attention: Copyright Agent  
350 Interlocken Blvd., Suite 250  
Broomfield, CO 80021  
USA

Please provide the following information to the Copyright Agent: (i) the identity of the allegedly infringing work; (ii) Your name, address, daytime phone number, and email address, if available; (iii) a statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (iv) a statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner; and (v) Your electronic or physical signature. ikeGPS will take whatever action, in its sole discretion, it deems appropriate, including the removing the allegedly infringing work from the Website.

**23. IMPROVEMENTS; FEEDBACK.** Many of our customers are interested in submitting ideas, feedback and suggestions for products and services to be used at ikeGPS, either independently of, or in conjunction with, our internally developed concepts. ikeGPS appreciate our customers' interest in improving the Services, Content, Platform and or the Beta Software; however, please note that any such ideas or suggestions that You submit will become the property of ikeGPS, without compensation to You. You shall, and hereby do, assign to ikeGPS Your entire right, title, and interest (including, without limitation, all patent rights, design rights, copyrights, and trade secrets) in: (i) any modifications or improvements to the Beta Software, Services or Platform which You may propose or make at any time ("**Improvements**") and (ii) any suggestions, comments and feedback You provide to ikeGPS regarding the Beta Software, Services or Platform, including but not limited to its usability, bug reports, and testing results (collectively, "**Feedback**"). ikeGPS may use and otherwise exploit the Feedback and Improvements as it wishes with no compensation to You. In the event that any of Your rights with respect to any Improvement or Feedback are not fully assignable or otherwise transferable to ikeGPS for any reason whatsoever, You shall, and hereby do, grant to ikeGPS an exclusive (including with regard to You and Your affiliates), irrevocable, perpetual, royalty-free, worldwide license in and to all of Your rights with respect to such Improvement or Feedback and all intellectual property rights therein. You shall notify ikeGPS of any Improvement within a reasonable time after its development and provide ikeGPS with access to all information concerning such Improvement as ikeGPS shall reasonably request. Furthermore, ikeGPS has no obligation to keep any Improvements or Feedback confidential.

**24. NOTICE.** Unless otherwise specified in this Agreement or through a Quote, any notices required or allowed under this Agreement or related to the Platform or the Services will be provided to ikeGPS by postal mail to: ikeGPS, Inc., 350 Interlocken Blvd., Suite 250, Broomfield CO, 80021 USA. ikeGPS may provide You with any notices required or allowed under this Agreement by sending You an email to any email address You provide to ikeGPS through the Platform or the Services, provided that in the case of any notice applicable both to You and other users of the Platform or Services, ikeGPS may instead provide such notice by posting on the Services. Notices provided to ikeGPS will be deemed given when actually received by ikeGPS. Notice provided to You will be deemed given 24 hours after posting to the Platform or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.