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## TERMS AND CONDITIONS

This document limits our liability, your use of the product or service constitutes your acceptance of the following terms and conditions.

This Agreement (as amended or modified from time to time, the "Agreement") is by and between CovertTrack Group Inc., its subsidiaries, affiliates, partners, licensees, and authorized agents/distributors (collectively hereinafter "CovertTrack") and you, the entity you represent, and your respective agents, successors and assigns ("You" or "Customer"), and is made effective as of the date of Your product usage, purchase or electronic execution of this Agreement. This Agreement sets forth the terms and conditions of Your use of any and all products, software and services purchased from or otherwise provided by CovertTrack ("Products", "Software" and "Services" as applicable), and explains CovertTrack's obligations to You and Your obligations to CovertTrack in relation to the Products, Software and Services You purchase.

By purchasing CovertTrack's Products, Software or Services, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which CovertTrack may establish from time to time, and any agreements that CovertTrack is currently bound by or will be bound by in the future. This Agreement, as updated and supplemented from time to time, is available at any time online by searching for CovertTrack or GPS Intelligence and navigating to the applicable portion of CovertTrack's website, <https://www.coverttrack.com> (the "Website").

**\*TO ALL PURCHASERS AND USERS: BY USING THE PRODUCT, SERVICE OR SOFTWARE YOU AGREE TO LIMIT COVERTTRACK'S LIABILITY AND THE LIABILITY OF THE MANUFACTURER AND DISTRIBUTORS AS DESCRIBED IN SECTIONS 13 AND 14 BELOW. READ THEM.**

**\*\* THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED BY COVERTTRACK UNDER THIS AGREEMENT RELY AND DEPEND ON GPS TECHNOLOGY AND OTHER TECHNOLOGIES PROVIDED BY NON-PARTY TO THIS AGREEMENT. DUE TO THE INHERENT NATURE OF GPS TECHNOLOGY AND SUCH OTHER TECHNOLOGIES PROVIDED BY NON-PARTIES TO THIS AGREEMENT, NO GUARANTY CAN BE MADE AS TO THE PRODUCT, SOFTWARE OR RELATED SERVICES, THEIR FITNESS FOR A PARTICULAR PURPOSE OR USE – YOU MUST READ ALL INSTRUCTIONS TO BE AWARE OF THE INHERENT LIMITATIONS, SUCH AS LOSS OF SIGNAL, IN USING COVERTTRACK'S PRODUCTS, SOFTWARE AND SERVICES.**

### GENERAL TERMS APPLICABLE TO ALL PRODUCTS, RELATED SOFTWARE AND/OR SERVICES

#### 1. TERMS OF USE.

You agree that CovertTrack reserves the right to modify this Agreement and its related Services from time to time. Your continued use of the Product, Software and/or Services constitutes your acceptance and agreement to be bound by any such modifications. If You have purchased Services or Software from CovertTrack, the terms of this Agreement shall continue in full force and effect as long as you use the Product, Software or Services. In the event You terminate Your usage, CovertTrack will not refund any amounts You have paid unless otherwise agreed to in writing.

You agree that CovertTrack shall not be bound by any representations made by third parties whose products, software or services you may use in conjunction with your use of CovertTrack products. Any statement of a general nature, which may be posted on CovertTrack's Web site or contained in CovertTrack's promotional materials, will not bind CovertTrack. CovertTrack may, at times, offer certain promotions with different charges and features, such promotions may be discontinued at any time, without prior notice.

#### 2. ACKNOWLEDGMENT OF WARNINGS AND INSTRUCTIONS.

By using CovertTrack Products, Software or Services, you are agreeing that you have read and understand all related warnings, instructions and notices provided therewith or in this Agreement, or in the event you did not see the warnings, instructions and notices included with the product or software, that you have reviewed and understood the warnings available on the CovertTrack Website for the Product, Software or Service you are using, *and you have provided access and/or discussed those warnings and instructions with any parties to whom you provide access to or use of, the product, software or service.* CovertTrack disclaims any liability for your failure to read or follow warnings, instructions and notices.

**Batteries Replacement Warning:** For Products that contain batteries, it is critical for battery safety and operational purposes that the Products be inspected, serviced, & their batteries replaced on a yearly basis by the manufacturer, especially since tracking devices can be subject to extreme temperatures, water, vibration & shock during use. Please contact us at 480-661-1916, or at [admin@coverttrack.com](mailto:admin@coverttrack.com), to make arrangements for sending the device(s) in. CovertTrack recommends at least yearly factory maintenance and/or inspections. CovertTrack is not responsible for maintaining or inspecting the Products, including batteries replacement, and will not initiate such inspections unless and until requested by You. Inspections are provided free of charge by CovertTrack, however, You are responsible for any shipping costs and contacting CovertTrack in advance for details related to sending in Products for inspection. You are solely responsible for Product maintenance and ensuring products are sent in for inspection on a timely basis.

#### 3. TERMS OF USAGE & SERVICE.

Subject to the terms and conditions of this Agreement, CovertTrack shall attempt to provide, but cannot guarantee, GPS Related Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer understands and agrees that CovertTrack DOES NOT ACCEPT ANY LIABILITY for service, product or access outages. Customer understands and accepts that from time to time, without notice, the Services may be inaccessible or products may be inoperable for a variety of reasons, many of which may be outside of CovertTrack's control, including, without limitation: (i) equipment damage or malfunctions; (ii) periodic maintenance procedures or repairs which CovertTrack may undertake; or (iii) causes beyond the control of CovertTrack or which are not reasonably foreseeable by CovertTrack, including, without limitation to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures and shall not be entitled to any setoff, discount, refund or other credit.

Customer agrees and understands that CovertTrack has no control of availability of tracking Services on a continuous or uninterrupted basis, in light of a variety of factors which can affect GPS reception, in addition to the factors listed above. Any break in service known to CovertTrack will be relayed to Customer as soon as possible, but no guarantees are made with regards to the provision of notice. In the event that a pre-established interruption is necessary CovertTrack will notify the customer with as much advanced notice as possible.

In the event that a break in service or problem with product functioning occurs due to forces beyond control of CovertTrack, CovertTrack will attempt to notify Customers using reasonable means (such as posting information on its Website) and will make efforts to re-establish service on customers' behalf, however, CovertTrack cannot make any guarantees with regards to re-establishing services. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

#### 4. NO UNLAWFUL CONDUCT OR IMPROPER USE.

As a condition of Your use of CovertTrack's Products, Software and Services, You agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and You agree to comply with any applicable local, state, federal and international laws, government rules or requirements. You agree You will not be entitled to a refund of any fees paid to CovertTrack if, for any reason, CovertTrack takes corrective action with respect to Your improper or illegal use of its Services. CovertTrack reserves the right at all times to disclose any information as CovertTrack deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CovertTrack's sole discretion. You agree that your information & tracking records may be released to any Law Enforcement Officer who requests the information in regards to an ongoing investigation regarding Your tracking device without a Subpoena or Warrant.

If You have purchased Services, CovertTrack has no obligation to monitor Your use of the Services. CovertTrack reserves the right to review Your use of the Services and to cancel the Services in its sole discretion. CovertTrack reserves the right to terminate Your access to the Services at any time, without notice, with the limitation on your damages being a refund for unused services.

CovertTrack reserves the right to terminate Services if Your usage of the Services results in, or is the subject of, legal action or threatened legal action, against CovertTrack or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit. CovertTrack may review every account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

Customer also agrees to be solely responsible for obtaining any necessary consent from the person(s), vehicles, or assets that they will be tracked and agrees to abide by all state and federal laws concerning using tracking devices. Customer agrees to indemnify and hold CovertTrack, and its subcontractors, Members, Officers & Employees harmless from any and all costs and expenses regarding any claim(s) arising from the unauthorized tracking by Customer. Customer is urged to speak with an attorney if they are not sure of applicable laws regarding tracking devices. Laws can vary from State to State, and Country to Country, regarding use of tracking devices.

#### 5. NO MODIFICATION OF PRODUCTS OR SOFTWARE

Customer agrees not to remove or alter any equipment or software provided by CovertTrack including removal of the SIM card from the tracking device. Customer will be billed, and agrees to be responsible for, any and all charges associated with altering the SIM card or using the SIM card in any other device other than the device registered with the CovertTrack Website.

#### 6. ACCOUNT SECURITY.

You are responsible for maintaining the confidentiality of Your customer number/login, password and any related information. You agree You are entirely responsible for any and all activities that occur under Your account. You agree to notify CovertTrack immediately of any unauthorized use of Your account or any other breach of security. You agree that to the

extent permitted by law, CovertTrack will not be liable for any loss that You may incur as a result of someone else using Your Account Access Information, either with or without Your knowledge. You further agree You could be held liable for losses incurred by CovertTrack or another party due to someone else using Your Account Access Information.

For security purposes, You should keep Account Access Information in a secure location and take precautions to prevent others from gaining access to Your Account Access Information. CovertTrack specifically disclaims liability for any activity in Your account, whether authorized by You or not.

#### **7. ACCURATE INFORMATION.**

You agree and represent that You have provided, and at all relevant times will provide, CovertTrack with accurate and complete information, and that You will notify CovertTrack within five (5) business days when any of the information You provided as part of the application and/or registration process changes. Failure by You, for whatever reason, to comply with the foregoing obligation or to respond within five (5) business days to any inquiries made by CovertTrack to determine the validity of information provided by You will constitute a material breach of this Agreement.

You agree that CovertTrack may use and rely on any such information provided by You for all purposes in connection with Your use of the Product, Related Software or Services, subject to CovertTrack's Privacy Policy. If You provide any information that is false, misleading or incomplete, or if CovertTrack has reasonable grounds to suspect that Your information is misleading or incomplete, CovertTrack has the absolute right, in its sole discretion, to terminate its Services and close Your account, and you specifically agree to indemnify and hold harmless CovertTrack from and against any damage, loss or expense incurred by CovertTrack as a result of your breach of the foregoing obligations. Further, CovertTrack may investigate any account without notice to You in order to respond to credit card dispute inquiries or inquiries from law enforcement.

#### **8. FEES AND PAYMENT.**

As consideration for the Software or Services purchased by You and provided to You by CovertTrack, You agree to pay CovertTrack in accordance with this Agreement and your payment and services plan that you selected (each a "Plan"). Your Plan will specify the initial contract term, the monthly fee, the Services and Products covered, and other payment and Services terms. Upon expiration of the initial term, Your contract will be renewed and continue on a month-to-month basis, unless prior to the expiration of the initial term, we send to You a proposed invoice for the following term, in which case You will either renew for the following term by paying the invoice or cancel service by sending to us a cancellation notice. If we send to You an invoice and Your renewal payment or cancellation notice is not received by us before the end of Your current term, we reserve the right to terminate the Service without further notice. YOU UNDERSTAND THAT COVERTTRACK EQUIPMENT AND DEVICES MAY NOT WORK IN COMBINATION WITH OTHER SOFTWARE OTHER THAN OUR SERVICES. If we do not send you an invoice, the contract will be automatically extended and you will be billed on a month-to-month basis until you send to us a cancellation notice as set forth herein. Cancellation notices must be received at least 10 days prior to the end of the monthly billing cycle to prevent you from being charged for an additional month of service. Email cancellation notices must be sent to [cancel@coverttrack.com](mailto:cancel@coverttrack.com), and written cancellation notices must be sent to CovertTrack Group, Inc., 8361 E. Gelding Dr., Scottsdale, AZ 85260. All cancellation notices must include Your account email address and tracking device serial number. All fees for the initial and any renewal contract term are due immediately and are non-refundable, unless otherwise expressly noted, even if Your Services are suspended, terminated, or transferred prior to the end of the Services term as a result of Your breach of, or otherwise pursuant to, this Agreement. CovertTrack expressly reserves the right to modify pricing for any renewal term through email notification and notice on its Web site sent/posted at least 30 days prior to the pricing change.

Payment may be made by You through your valid credit card ("CC"), debit card or debits to Your bank account through the ACH (collectively, "EFT"), an online check or a personal check.

Payment Authorization. You hereby authorize, and agree to the following terms for, the EFT or CC charges:

1. You authorize CovertTrack, on the scheduled payment dates, to charge Your credit card account, or to initiate an EFT from the account You provide to CovertTrack, or any successor or replacement card or account, for all and any amounts due under this Agreement and Your payment plan. If Your card or account expires or is replaced, You agree to notify CovertTrack promptly of my new card or account.
2. Your authorization will remain in effect until cancelled by CovertTrack, or by You. You may cancel your EFT authorization by providing notice to CovertTrack by email at [cancel@coverttrack.com](mailto:cancel@coverttrack.com) and specifying the alternate manner of payment. Even after Your notice of cancellation, You authorize CovertTrack to charge or debit Your account for any balance You owe under this Agreement and Your payment plan up to the date this Agreement ends.
3. For EFT charges only, You understand that CovertTrack will notify me at least 10 days in advance of any EFT debit that will be more than three times the normal monthly debit amount. Upon Your written request, CovertTrack will notify You if the amount of the EFT transfer will vary by any amount.
4. If Your EFT or CC is rejected or returned unpaid for any reason, You authorize CovertTrack to resubmit it for payment one or more subsequent times in the future. If amounts You owe to CovertTrack are not paid because an EFT debit or CC does not go through, for any reason Your failure to pay those amounts may result in the suspension or termination of Services and this Agreement.
5. You may stop any EFT (a debit to my checking or savings account by ACH or debit card) by notifying the financial institution named above at least 3 days before the scheduled date of the transfer.

With respect to personal checks, You understand and agree that Your issuance of a non-sufficient funds ("NSF") check may cause CovertTrack to incur costs and expenses, in which case You agree to pay CovertTrack a \$25 NSF fee, which will be due and payable to CovertTrack within 30 days after the NSF notice was issued by Your bank.

You will be billed in advance for the initial contract term and any renewal contract term (each, a "contract term"). No pro-rata or refunds will be provided for cancellations before the end of the contract term. Once an account is on a month to month term, billing is performed 10 days before the end of the monthly billing period to pay for tracking services for the following month. Cancellation requests must be received by CovertTrack at least 10 days prior to the end of the monthly billing cycle to prevent You from being charged for an additional month of Services.

If You signed up for a monthly payment plan or Your plan was converted to a monthly plan after your contract ended, Your monthly billing date will be determined based on the day of the month You purchased the Services unless that date falls after the 28th of the month in which case Your billing date will be the 28th of each month.

Customer's failure to pay any fees when due shall be considered a material breach of this Agreement, and CovertTrack may, in addition to any rights available to it at law or in equity, do any or all of the following: (i) assess late charges of the greater of one and one-half (1.5%) per month or the maximum allowable under applicable law, (ii) suspend performance of the Services, and terminate the Agreement without penalty; or (iii) require future payments hereunder to be made in advance of Tracking Services being rendered by CovertTrack. Any suspension or termination of Services will not relieve Customer from paying past due fees plus late charges and in event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs, and collection agency fees. Upon suspension of a customer's account for non-payment, customer will be charged a re-activation fee after all past due balances have been settled if customer wishes to resume tracking on the network.

#### **9. PRIVACY POLICY**

To serve You as a customer, we will initially collect information about you such as your name, street address, email address, and phone number. We collect this information in person, by telephone, by mail, e-mail or on our Web site through your use of the Services you purchase. CovertTrack will not sell or provide this information to any third party without Your consent with the exception of the requests by law enforcement agencies or response to legal subpoena or court order. However, Customer understands that privacy cannot be guaranteed on telephone, cable and computer systems, and CovertTrack shall not be liable to Customer for any claims, loss, damages or costs which may result from a lack of privacy experienced. Customer consents to CovertTrack using information about Customer, Customer's location or other information received through the Software (collectively, "information") to administer Services, offer new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements. Customer agrees that CovertTrack may contact Customer by telephone, facsimile, e-mail or other internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services CovertTrack may make available in the future. Customer further understands and agrees that in conjunction with employee training, quality control and the provision of Services, CovertTrack may monitor and/or record video and audio related to Customer or Customer's location, as well as conversations with Customer, Customer's employees and agents, emergency services providers, and law enforcement personnel.

#### **10. SURVIVAL**

Sections 11, 12, 13 and 14 shall survive any termination or cancellation of this Agreement.

#### **11. DISPUTES/ARBITRATION/JURISDICTION/VENUE**

Any claim, controversy or dispute that arises between the parties, their agents, employees, officers, directors or affiliates ("Dispute") that the parties are unable to settle through consultation and negotiation may be mediated under the Commercial Mediation Rules of the American Arbitration Association ("AAA") by a mutually acceptable mediator. Any Dispute that cannot be resolved through negotiation or mediation may be resolved by binding arbitration. The arbitrator will be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA and will conduct the arbitration under the rules of the AAA then in effect, except as otherwise provided in this Agreement. The arbitration will be conducted in Phoenix, Arizona and all expedited procedures prescribed by the AAA rules will apply. The arbitrator's decision and award will be final, conclusive and binding, and judgment may be entered upon the decision and award in accordance with applicable law in any court having jurisdiction thereof. If arbitration is not used and a civil remedy is needed, CovertTrack and You agree to use a court of appropriate jurisdiction within Maricopa County, Arizona.

#### **12. DISCLAIMER OF WARRANTIES**

CovertTrack disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in or accessible through the use of the Product or related Software and Services in conjunction with the Internet. CovertTrack disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material obtained from the use of the Product, related Software or Services. CovertTrack disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Internet.

Except as may be provided in [CovertTrack's Limited Warranty](#), CovertTrack, its suppliers and licensors DISCLAIM any warranties for services or goods received through or advertised on any third-party Internet sites that any user of the product may access related to the use of the Product or Software.

CovertTrack will attempt to retain all data for a period of 1yr from the date the data entered our system for active accounts. For GPS tracking data that was deleted by a customer, or accounts that were terminated, closed, or suspended, CovertTrack charges a fee of approximately \$1,500.00 to attempt to recover deleted data from an account.

#### **13. LIMITATION OF LIABILITY**

You understand and agree that: (a) GPS technology, which is essential to the Services, relies upon multiple independent factors beyond CovertTrack's control to provide data, including satellites, cell towers and independent service providers, (b) data from the use of the Product, related Software or Services cannot be guaranteed against interruptions or errors, and thus no warranty express or implied can or is given that the Product, Software or Services will operate without interruptions or at any minimum data speed or that it cannot be



compromised or rendered inoperable; (c) CovertTrack has no control over third party network sites you may access in the course of your use of the Product, related Software or Services and can assume no responsibility for third-party websites; (d) any information You download or otherwise obtain through the use of the Product, related Software or Services is at your own discretion and risk and you will be solely responsible for any damages to Your computer system or loss of data that results from the download of such material or data; and (e) the amount You pay to CovertTrack is based only on the value of the Product, related Software or Services and not on the value of any property or persons You track or any results of Your use of Product, related Software or Services. CovertTrack is not an insurer of such property or the personal safety of such persons, and You are solely responsible for providing any liability, life, health or disability insurance for such property and persons.

**THEREFORE YOU AGREE: EVEN IF A COURT OR ANY OTHER TRIBUNAL DECIDES THAT A FAILURE OR A DEFECT OF THE PRODUCT, SOFTWARE OR SERVICES, OR COVERTTRACK'S NEGLIGENCE CAUSED OR ALLOWED ANY HARM OR DAMAGE (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU, ANY USER OF THE PRODUCT, SOFTWARE OR SERVICES, OR ANY THIRD PARTY, YOU AGREE THAT COVERTTRACK'S LIABILITY SHALL BE LIMITED TO THE LESSER OF \$1500.00 OR TWELVE (12) TIMES THE MONTHLY SERVICES FEE, AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY (INCLUDING WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR PRODUCT LIABILITY) IS USED TO DETERMINE THAT COVERTTRACK WAS LIABLE FOR THE INJURY OR LOSS.**

YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY. If You wish, you may obtain from CovertTrack a higher limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that CovertTrack is an insurer.

IN NO EVENT SHALL COVERTTRACK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, INCLUDING ANY SUCH DAMAGES OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOST PROFITS.

Under no circumstances shall CovertTrack, its suppliers or its licensors be liable to you, any user, or any third party on account of your, or that party's use or misuse of, or reliance on, the data obtained from the use of the product, related software or services or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance.

Under no circumstances shall CovertTrack, its suppliers or its licensors be liable to you, any user, or any third party on account of the inability to use the product, related software or services, or from the interruption, suspension, or termination of any related services, or from your reliance on or use of the information obtained by your use of the product, software or services. In further limitation, CovertTrack, its suppliers or licensors shall not be responsible for the cost of procurement of substitute goods or services, lost profits, lost property, injury or lost data resulting from your use of the product.

SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting the foregoing, under no circumstances will CovertTrack its suppliers, or licensors, be liable for any delay or failure in performance resulting in any way from forces or causes beyond its reasonable control, including without limitation, Internet failures, computer failures, any type of equipment failure, acts of god, acts of governments, orders of domestic or foreign courts or tribunals, or environmental conditions.

#### **14. INDEMNIFICATION: SUBROGATION**

Customer agrees to indemnify and hold harmless CovertTrack, including its affiliates, directors, officers, agents, licensees, employees and contractors, from any claim, liability, loss, damage, cost or expense (including, without limitation, suits, judgments, litigation, costs and attorney's fees of every kind and nature) arising out of or related to: (i) Customer's breach of this Agreement; (ii) any negligence or willful misconduct of Customer; (iii) any action or conduct of CovertTrack undertaken pursuant to this Agreement at the direction of the Customer (iv) any use of the product, related software or services, or (v) from any actions taken by in connection with the use of the Product, related Software or Services, in particular, but not limited to, any claim arising from a violation of any third party's rights, violations of law, or a breach of the foregoing. Customer agrees that CovertTrack shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to release us from any claims of any parties suing through Your authority or in your name, such as Your insurance company, and You agree to defend us against any such claim.

#### **15. SOFTWARE SECURITY NOTICE AND DISCLAIMER**

**NOTICE!** The use of this product may expose your computer to an open network, which you agree to use at your own risk. Any such network may not be SECURE. CovertTrack cannot and does not guarantee the privacy of your data and communication while using a device or when using related software programs or the Internet in connection with the use of this product.

There are potentially serious security issues with any computer connected to the Internet without the appropriate protection and anti-virus software, ranging from viruses, worms and other programs that can damage the user's computer, to attacks on the computer by unauthorized or unwanted third parties. By using this product, you acknowledge and knowingly accept the potentially serious risks of accessing the Internet over an unsecured network to retrieve information relate to the use of this product. It is recommended that users take steps to protect their own computer system, such as installing current anti-virus software and maintaining appropriate firewall protection. For further information on how to protect you on this open network, consult a security professional.

By using this product, you further acknowledge and agree that YOUR USE OF OUR PRODUCTS, SOFTWARE AND ANY RELATED SERVICE IS SOLELY AT YOUR OWN RISK and you also agree to all terms set forth in CovertTrack's Terms and Conditions, including the Disclaimer of Warranties, Limitation of Liability and the Indemnification policies, as well as its Privacy Policies.

ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED HEREIN ARE PROVIDED "AS IS," WITH NO WARRANTY UNLESS SPECIFIED IN WRITING IN A SPECIFIC PRODUCT'S OR SOFTWARE'S MANUAL. Except as otherwise specified in writing, CovertTrack, its suppliers and licensors, expressly disclaim to the fullest extent permitted by law, all express, implied and statutory warranties, including without limitation, the warranties of merchantability, or fitness for a particular purpose.

ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE USE OF THE PRODUCT, RELATED SOFTWARE OR SERVICES. COVERTTRACK, ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON ANY INTERNET SITES THAT ANY USER OF THE PRODUCT MAY ACCESS RELATED TO THE PRODUCT OR SOFTWARE.

By entering into this Agreement, You represent to CovertTrack that You have authority to enter into this Agreement on behalf of the entity You represent, which shall be bound hereby.

#### **Consent to Electronic Contracting.**

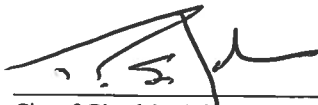
By clicking "ACCEPT", I agree to the terms and conditions above and consent to the use of an electronic contract instead of a paper-form contract which can be mailed to me at my request by calling 480-661-1916. I understand that upon request this contract can be emailed to me in PDF format, which may be viewed and stored on my machine and/or printed using any standard printer. I understand that, even if I elect to proceed electronically, I can later call CovertTrack and request a printed copy of the contract for an additional fee. I and CovertTrack both agree that this Agreement and any signatures on it may be transmitted and delivered by facsimile, internet, or other electronic means, and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. I further agree that this consent to the use of electronic contracting applies to this Agreement and all future communications from CovertTrack.

Questions? Call 480 657 9545 for Customer Service or Techn

## ADDENDUM

The City of Glendale, Arizona ("City") and CovertTrack Group Inc. ("Contractor") further agree as follows:

- I. Conflicts. The CovertTrack terms and Conditions (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes 38-511.
- II. Immigration Law Compliance. The parties agree, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- III. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
- IV. Non-Discrimination Policies. The parties agree that they must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.
- V. Entire Agreement. The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum.
- VI. Agreement and Addendum Conflict. In the event of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

  
\_\_\_\_\_  
City of Glendale, Arizona

9-22-16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor

9/21/16  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney