

RouteSmart Technologies, Inc.
Terms of Use

RouteSmart Technologies, Inc., for itself, parent, subsidiaries and affiliated companies, (collectively "RouteSmart") maintains this website located at www.routesmart.com and its associated websites, webpages, content and other materials (collectively the "Site") to provide to you information about RouteSmart, its industry, services and products and to provide authorized existing customers with the convenience of online support and user forum. Your access to and use of the Site and the purchase and use of any products is subject to these Terms of Use, RouteSmart's standard End User License Agreement, terms and conditions of sale, RouteSmart's then current Technical Support Services Policy and all applicable laws. By accessing the Site, you accept, without limitation or qualification, these Terms of Use. You should review the most current version of the Terms of Use often as they may be modified from time to time and the terms as modified will govern your use of the Site. In addition, any new features that augment or enhance the Site will be subject to these Terms of Use.

1. Product, Safety and Other Technical Information

You are free to browse the public portion of Site, review customer profiles and case studies and the e-newsletter periodically published by RouteSmart. This and all other material available on the Site may be referred to as "Licensed Content." You may view and print portions of the Licensed Content for your own internal use but not for resale and not for use other than as provided in these Terms of Use. The Licensed Content may change periodically and at any time. While RouteSmart uses commercially reasonable efforts to provide quality information, the industry and law changes frequently and therefore such information may not be current or accurate. Because many factors go into the decision-making process of acquiring technology and everyone's particular circumstances and needs may differ, the Licensed Content is provided for informational purposes only. RouteSmart cannot ensure or guarantee that your product selection will be accurate, meet your particular needs or requirements or that the recommendations, regulations or other information provided is accurate. RouteSmart does not intend to imply that the products or materials shown on the Site are available everywhere. RouteSmart offers existing customers the opportunity to receive support services through a secure portion of the Site. All Support Services provided by RouteSmart to its existing customers, whether or not online, are provided pursuant to RouteSmart's then current Technical Support Services Policy.

2. Registration Obligations/Password and Account Security

Only existing, authorized RouteSmart customers who register may use the designated secure portion of the Site to receive online support service from RouteSmart and to participate in the online user forum through the Site. To register, customers agree to: (a) provide true, accurate, current and complete registration information (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

Registered customers will receive a password, account designation or other identifying information upon completing the Site registration process and acceptance of your registration by RouteSmart. This will provide access to non-public, restricted portions of the Site. When you become an authorized user of any restricted area, you are responsible for maintaining the security and confidentiality of your password and account and are fully responsible for all activities that occur under your password or account.

Your RouteSmart account information and profile are unique to you and password protected so that, other than RouteSmart employees who need to know, only you have access to this information. Although we have taken these precautions, no security system is impenetrable. We recommend that you do not divulge your password to anyone. Remember to sign out of your RouteSmart account and close your browser window when you have finished. This is to ensure that others cannot access your information. If you know or suspect that your password or account information has been compromised, you should immediately notify RouteSmart of any unauthorized use of your password or account or any other breach of security and request that it be changed. Access or use by unauthorized persons is prohibited; any information with respect thereto may be shared with law enforcement and may result in criminal and/or civil prosecution. RouteSmart is not liable to you or any third party for and expressly disclaims liability for any loss you may incur. While RouteSmart endeavors to secure your registration and account information and profile using commercially reasonable means, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your Registration Data, RouteSmart cannot ensure or warrant the security of any information you transmit through your use of the user forum, or online services and your submission of any material is at your own risk. Once we receive your transmission, we make every effort to protect its security on our systems.

3. Privacy

RouteSmart values its relationship with visitors and customers and makes every effort to safeguard Registration Data while also making product and service information available to our customers. RouteSmart collects information in

several ways from different parts of the Site. For example, Registration Data is collected and stored to permit you to receive its e-newsletter, online support services and participate in the online user forum. Personal information may also be collected when you communicate with RouteSmart through the “contact us” or customer support links on the Site, via e-mail, request product support, ask a question or report a problem with the Site. If you contact RouteSmart, it will keep a record of that session or correspondence. RouteSmart may also occasionally ask users to complete surveys for research purposes. Except for any personally identifiable information RouteSmart may collect from you under the guidelines established in this Privacy Section, any material, information or other communication you transmit, upload or post to the Site or email to RouteSmart (“Communications”) will be considered non-confidential and nonproprietary. RouteSmart will have no obligation with respect to the Communications. RouteSmart and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text, ideas, suggestions and other things embedded therein for any and all commercial or noncommercial purposes.

RouteSmart may use “cookies” for various purposes, including to secure transaction activities, if any, and enhance the performance of the Site. A cookie is a small amount of identifier data that is sent to your browser from a RouteSmart web server and stored on your computer’s hard drive. Generally, RouteSmart may use cookies to remind it of who you are and to access your Registered Data, account information (if stored on its computers), to confirm your identity as an authorized RouteSmart customer user, and/or to deliver to you more personalized service. RouteSmart also collects IP addresses for system administration to include them in outgoing mail message headers. As RouteSmart grows, to improve its products, Site and the online experience, RouteSmart may share this information from time to time with service providers or partners.

RouteSmart may, from time to time, make collective customer information available to selected third parties, but only in the aggregate and never with both your password and account information included. By accessing and using the Site, you agree that information you have provided may be disclosed as described above or as may be modified from time to time. In addition you agree RouteSmart may disclose the information if it has reason to believe that disclosure is necessary to identify, contact or bring legal action to enforce any of RouteSmart’s rights, including against you or a third party, for nonpayment, violation of any agreement with RouteSmart, to prevent injury to or interference with RouteSmart’s rights or property, to other RouteSmart users or anyone else that could be harmed by such activities. RouteSmart may disclose or access account information when RouteSmart believes in good faith that the law requires it and for administrative and other purposes that RouteSmart deems necessary to maintain, service and improve our products and services and to protect its rights or property.

4. Online User Forum/User Conduct

All information, data, messages or other materials transmitted are the expressions, opinions and sole responsibility of the person from whom such material originated. This means that you and not RouteSmart are entirely responsible for all downloads, uploads and/or emails transmitted via the Site. You should verify all statements and do your own testing and due diligence before using any advice recommended through the user forum. RouteSmart may, but is not obligated to, monitor or review any areas on the Site where users communicate with each other or otherwise transmit or post Communications or the content of any Communications. Under no circumstances is or will RouteSmart be liable in any way for any such Communications, your or another user’s use of the Site or any Licensed Content, including but not limited to any errors or omissions in any Licensed Content or for any loss or damage of any kind incurred as a result of the use of any Licensed Content via the Site.

You agree not to use the Site to:

- (a) email, post via the user forum, or otherwise transmit anything that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful or racially, ethnically or otherwise objectionable;
- (b) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with RouteSmart or any other person or entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of anything transmitted through the Service;
- (d) email or otherwise transmit anything that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (e) email or otherwise transmit anything that infringes any patent, trademark, trade secret, copyright or other proprietary right (“Rights”);
- (f) email or otherwise transmit any unsolicited or unauthorized advertising or promotional materials;
- (g) email or otherwise transmit any material containing software viruses or any other malicious, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, telecommunications equipment or database;

- (h) interfere with or disrupt the Site or servers or networks connected to the Site or disobey any requirements, procedures, policies or regulations of networks connected to the Site or otherwise impose an unreasonable or disproportionate burden on the Site;
- (i) intentionally or unintentionally violate any applicable local, state, national or international law, rules or regulations;
- (j) attempt to circumvent any security features or take any action intended or designed to compromise the privacy or security of the Site, users or other visitors.

5. Indemnity

You agree to indemnify, defend, release and hold RouteSmart, its officers, directors, suppliers, co-branders or other partners, agents and employees, harmless from all claims, demand, damages, fees and costs of any nature, including reasonable fees of attorneys' and other professionals, due to or arising out of anything you submit or transmit through the Site, your use of the Site, your connection to the Site, your violation of these Terms of Use, the End User License Agreement, RouteSmart's Technical Support Services Policy or your violation of any Rights. In the event you provide resale certificate, tax or other information that is untrue, inaccurate, fraudulent, or out of date, you agree to indemnify RouteSmart for and hold it harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) it may incur, including but not limited to loss of business profits, taxes, penalties or sanctions, interest, fees, costs and expenses of any nature arising from or related to any claim, demand, action or proceeding alleged or initiated against RouteSmart by any third party based upon the information you provide or your use of the Service.

6. Modifications to Site

From time to time RouteSmart may change the Licensed Content, the services offered or terminated through the Site or expand the Site's capability. RouteSmart reserves the right at any time and from time to time to modify these Terms of Use, the End User License Agreement, and/or RouteSmart's then current Technical Support Services Policy, the Site and/or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that RouteSmart shall not be liable to you or to any third party for any such action.

7. Termination

RouteSmart, in its sole discretion, may terminate your use for any reason, but especially if RouteSmart believes that you have violated or acted inconsistently with the letter or spirit of the End User License Agreement, these Terms of Use and/or RouteSmart's then current Technical Support Services Policy. RouteSmart may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of the Terms of Use may be effected without prior notice, and acknowledge and agree that RouteSmart may immediately deactivate or delete your account, if any, and all related information and files in your account and/or bar any further access to such files or the Site. Further, you agree that RouteSmart shall not be liable to you or any third party for any termination of your access to the Site. Cancellation will not affect your obligation to pay maintenance support fees.

8. Links

This Site may contain links to other internet websites or resources. When you link to those sites, you leave this Site and therefore the RouteSmart privacy terms do not apply to the practices of any companies or individuals operating the linked sites. Please use caution and review the privacy policies of any sites that you visit to learn more about their information gathering practices. RouteSmart has no control over such sites, their content and resources or the business practices or policies of operators of such sites. Therefore RouteSmart cannot and expressly disclaims all responsibility or liability for the availability or accuracy of such external sites or resources or the content thereon and does not endorse and is not responsible or liable for any advertising, products or other materials on or available from such sites or resources. The inclusion of any link on the Site does not imply that RouteSmart endorses the linked site. Your use of the links is at your own risk. You further acknowledge and agree that RouteSmart shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such goods, services or materials available on or through any such site or resource.

9. RouteSmart's Proprietary Rights

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- to access the Licensed Content and Software, participate in the user forum and/or obtain maintenance and support services from the Site solely for your internal use. You may not act as an application service provider, relicense, rent or lease the Software or use the Software for third-party training, hosting, commercial time-sharing or service bureau use or processing data of any other entity.
- You may not sell, distribute, transfer, modify, copy, transmit, create derivative works, modify or publish the Licensed Content, any information disclosed via the user forum or through the provision of maintenance and support services with or without consideration, use the Licensed Content to compete with RouteSmart or create your own website for use by others based on or containing the Licensed Content that is accessible to third parties and/or any RouteSmart products. You are authorized to view, but not download (other than as necessary to view), reproduce or use, any Licensed Content found on any portion of the Site. This Agreement shall automatically terminate if you breach any provision of this license and such breach is not cured within five (5) days of notice of the breach. You agree not to cause or permit the reverse engineering, disassembly or decompilation of the Software and/or any RouteSmart product. RouteSmart grants no rights other than those granted explicitly herein and hereby reserves and retains all worldwide title, copyright and other proprietary rights in the Site, Licensed Content and Software, including all updates and modifications thereto. You do not acquire any rights, express or implied, in the Site, Software or Licensed Content other than those limited rights of access specified in this Agreement.

You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site, Licensed Content or the Software, in whole or in part. RouteSmart may use any Registered Data or other information gained through the Site for any legal purpose, including without limitation, for purposes of developing and making available to third parties (at no charge or for a fee) aggregated information regarding trends, security/privacy patterns and research; internal record keeping and reporting, measuring and reporting learning, performance and other statistical information concerning any aspect of the Site except that RouteSmart will not report aggregated data in a manner than reasonably permits such information to be identified with any user.

10. Nondisclosure and Nonuse of Information

You acknowledge that much, if not all, of the material and information which may come into your possession or knowledge by reason of your access to the nonpublic portions of the Site, including but not limited to RouteSmart's product catalog, pricing, product availability, safety, maintenance and support procedures and information, recommendations and other literature, is confidential and proprietary information of RouteSmart regardless of whether or how it is marked ("RouteSmart Confidential Information"). You shall hold all RouteSmart Confidential Information in strictest confidence and not make use of such information other than for the benefit of RouteSmart or disclose it to any individual, whether employee, subcontractor, or subcontractor employee, unless such individual has a need for such knowledge. This obligation survives termination of your Site registration and/or your relationship with RouteSmart. In the event of a breach of this confidentiality obligation or of the obligations relative to RouteSmart Intellectual Property, RouteSmart would be irreparably injured by such breach and shall be entitled to equitable relief, including injunctive relief and specific performance. No bond shall be required as security for such equitable relief. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- (a) YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ROUTESMART EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NONINTERFERENCE WITH YOUR USE OF THE SITE.
- (b) ROUTESMART MAKES NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE AND/OR ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SITE, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.
- (c) ANY STATEMENTS MADE BY ANYONE VIA THE USER FORUM ARE THOSE OF THAT INDIVIDUAL NOT ROUTESMART.

- (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- (e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROUTESMART OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

YOU UNDERSTAND AND AGREE THAT THE SITE IS PROVIDED "AS-IS" AND THAT ROUTESMART ASSUMES NO RESPONSIBILITY FOR ANY FAILURE OF THE SITE INCLUDING BUT NOT LIMITED TO THE ACCURACY OF ANY COLOR DEPICTIONS OR PRICING, AVAILABILITY OF PRODUCTS SHOWN ON THE SITE, ANY INFORMATION POSTED VIA THE USER FORUM, TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR DATA. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ROUTESMART SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ROUTESMART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT BY YOU, ANY OTHER USER OR ANY OTHER THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE. TO THE EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Notice

Notices to you may be made via either email or regular mail. The Site may also provide notices of changes to the Terms of Use or other matters by displaying notices or links to notices to you generally on the Site. Notice or other correspondence to RouteSmart should be sent by certified mail to:

RouteSmart Technologies, Inc.
8850 Stanford Boulevard, Suite 2600
Columbia, MD 21045-5804
Attn: Vice President, Sales and Marketing

13. Trademark Information

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14. General Information

These Terms of Use, RouteSmart's proposals for Software application, End User License Agreement, terms of sale, RouteSmart's then current Technical Support Services Policy, confidentiality and nondisclosure agreement and any other agreements whether or not referenced herein constitute the entire agreement between you and RouteSmart with regard to and shall govern your activities and use of the Site, superseding any prior agreements between you and RouteSmart. You also may be subject to additional terms and conditions contained in invoices or purchase orders or terms and contracts that may apply when you use affiliate services, third party content or third party software. These Terms of Use, any other agreement with and the relationship between you and RouteSmart shall be governed by the laws of the State of Maryland without regard to its conflict of law provisions. You and RouteSmart agree to submit to the personal and exclusive jurisdiction of the pertinent state or federal courts located within or with jurisdiction over the Columbia, Maryland, State of Maryland. Notwithstanding the foregoing, RouteSmart may seek relief, including preliminary and permanent injunction, in any court of competent jurisdiction to prevent or enjoin misappropriation, misuse, unauthorized disclosure or infringement of any intellectual property rights and/or RouteSmart Confidential Information and/or that of Third Parties. The failure of RouteSmart to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of

the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, you must file any claim or cause of action arising out of or related to your use of the Site or the Terms of Use within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

15. Violations

Please report any violations of the Terms of Use to customer service.

The parties acknowledge that they have required that these Terms of Use be prepared and provided in English. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en anglais.