



Headlight™ Terms of Service

MobileIQ, Inc.

4800 Baseline Road - Suite E104-247 Boulder CO 80303 **T** 866-261-8600 **F** 303-732-5072 www.gomobileiq.com

IMPORTANT - READ CAREFULLY

This Agreement is between MobileIQ, Inc. ("MobileIQ") and you ("User"), as an authorized user of the Headlight™ Route Planner Service ("Headlight™"), and governs the terms and conditions of your use of Headlight™. This document, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by MobileIQ (collectively, the "Agreement"), constitutes the entire agreement between MobileIQ and you regarding Headlight™.

MobileIQ reserves the right to add, subtract or amend the terms of this Agreement at any time and will promptly notify User of any such changes to the Agreement. MobileIQ agrees to abide by the terms of this Agreement and requires its Users to do likewise.

BY USING THE SERVICE, USER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF USER DOES NOT ACCEPT THESE TERMS, USER MUST IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND TERMINATE THIS AGREEMENT.

GENERAL

These Terms of Service describe and govern the way in which you ("you" or the "User") may use Headlight™ and the way in which MobileIQ will operate the Headlight™ service.

Headlight™ is comprised of (1) software accessed via an online server, (2) an online database and (3) technical support for accessing and using Headlight™, available via web, email, and phone.

You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.

Your account ("Account") is a monthly subscription to Headlight™, which allows you to access and use Headlight™ on either a free or paid account basis.

MobileIQ may update or change these Terms of Service without notice. Any updates, upgrades, changes or enhancements in Headlight™ will be subject to these Terms of Service. Your continued use of Headlight™ after any such changes constitutes your consent to those changes.

ACCOUNT INFORMATION – START DATE, RENEWAL, DATA, TERMINATION

The start date ("Start Date") of your account is established as the date that your User Account is established. The term of your Account is one month, from your Start Date through the day preceding your monthly anniversary date.

Your Account will renew automatically each month for the following month's service.

If User upgrades from a free account to a paid account, the Start Date will be reset to reflect the date of the upgrade.

User shall be entitled to download/export their data from the Headlight™ service in a format set by MobileIQ. User has the sole responsibility for any exporting of data; MobileIQ will not be responsible for providing data exports at any time.

The User agrees to be solely responsible for cancellation of User's account. To cancel the account, User must do so using the established cancellation link within their Headlight™ account administration (or you or your authorized representative must notify MobileIQ of your request to cancel via an email sent to billing@gomobileiq.com or a written request sent via US Mail. The account will only be considered terminated once User receives an email confirmation of the cancellation.

MobileIQ reserves the right to cancel or suspend your Account and refuse any and all current and future use of the Service for any reason at any time.

Upon cancellation of your Account, customer data you provided to MobileIQ will be deleted from our database 90 days after the date of termination, or sooner, upon User's written request.

PAYMENTS, PRICING AND REFUNDS

For Users who select a paid Headlight™ account, they will be required, at time of selection of the paid account, to provide credit card information for the service charge. (Free accounts are generally not required to provide a credit card number.)

By agreeing to these Terms of Services, User agrees to have their credit card automatically debited for the service fee for the upcoming month. (For more on how we protect your Account and Customer Information, please see our Privacy Policy.)

Headlight™ will be billed for one month of service, in advance, two (2) calendar days prior to User's Anniversary Date, for each upcoming month. The service fee is non-refundable, and there will be no refunds or credits for partial months of service.

For any upgrade or downgrade in plan level, User's credit card will automatically be charged the new rate on the next billing cycle. For upgrades in plan level, MobileIQ may assess a pro rata charge that reflects the upgrade level for the balance of the current billing month.

User agrees that any additional services requested by User shall be charged to the User credit card on file.

Pricing of all Headlight™ services, including but not limited to the monthly service fee, is subject to change with 30 days notice from MobileIQ. The notice may be provided at any time via posting the changes on the Website and/or via email notification.

If your account is suspended or terminated by MobileIQ, User will not be entitled to any refund of any unused, pro-rated days of your service.

Cancellation or suspension of your account does not relieve you of any obligations you have accrued, including payment of any outstanding charges due in connection with your account.

Cancellation made after User's billing date shall be effective for the next/subsequent billing cycle. User will not be entitled to any refund of any unused, pro-rated days of service.

AVAILABILITY AND DISCLAIMERS

MobileIQ uses reasonable/exceptional endeavors to ensure that Headlight™ is available 24 hours a day 7 days a week. However, there will be occasions when Headlight™ will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are

beyond the control of MobileIQ. Every reasonable step will be taken by us to minimize such disruption where it is within the reasonable control of MobileIQ. You agree that MobileIQ will not be liable to you for any modification, suspension or discontinuance of Headlight™ service. Prior to receiving support for problems with your Account or Headlight™, you must (1) verify your Internet connectivity and (2) verify the function and capacity of workstation hardware.

Except as otherwise expressly provided in this agreement, Headlight™ is provided "as-is" and, to the maximum extent permitted by applicable law, MobileIQ and its members, directors, officers, licensors, subcontractors and agents (MobileIQ parties) disclaim all warranties of any kind, express or implied, regarding Headlight™ or otherwise relating to this agreement, including warranties of fitness for a particular purpose, merchantability, non-infringement and accuracy.

Neither MobileIQ nor any MobileIQ party warrants that Headlight™ is or will be accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations; you assume the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of MobileIQ's gross negligence or willful misconduct.

LIMITATIONS, RESTRICTIONS AND OTHER LEGAL PROVISIONS

APPLICABLE LAW: These Terms of Service are governed by and construed according to the substantive and procedural laws of the State of Colorado, and venue shall lie in Boulder County, Colorado in regards to the resolution of any disputes arising under these Terms. Any dispute regarding these Terms of Service will be subject to arbitration under the rules of the American Arbitration Association, and will be brought before a three party arbitration panel within Boulder County, Colorado. The liable party will bear the costs and attorney's fees incurred by the prevailing party.

LIMITATION ON LIABILITY: MobileIQ and MobileIQ parties shall have no liability for any damages resulting from alteration, destruction or loss of any data or information input, generated or obtained from access and/or use of Headlight™, whether or not MobileIQ and MobileIQ parties have been advised of the possibility of such damages. The limitations of damages and liabilities set forth in this agreement are fundamental elements of the basis of the bargain between MobileIQ and user, and the pricing for Headlight™ reflects such limitations. If you are not satisfied with the Headlight™ Terms of Service your exclusive remedy, and the entire liability of MobileIQ and MobileIQ parties, is to immediately stop accessing and using Headlight™.

RESTRICTIONS ON USE: Except as otherwise expressly provided in these Terms of Service, you agree to (1) only use the Service in the manner, and for the purposes expressly specified in these Terms; (2) not use Headlight™ for any illegal purpose, including but not limited to fraud, pornography, violation of copyright, or with abusive, defamatory or deceptive purpose; (3) not decompile, disassemble, analyze or otherwise examine Headlight™ for the purpose of reverse engineering; (4) not delete or in any manner alter any notices, disclaimers or other legends contained on the Headlight™ website; (5) not provide service bureau facilities or commercial time-sharing services to any third party or support operations for any third party through the access and/or use of Headlight™; (6) not use any device or software to interfere or attempt to interfere with the proper operation of the Service.

ENTIRE AGREEMENT: These Terms of Service supersede any prior oral or written statements, agreements, or representations and can be changed only by an amendment designated as such and signed by an authorized officer of both parties. If that one or more of the provisions of these Terms are found illegal or unenforceable, that provision will be struck and the remaining Terms will remain in full force and effect.

Notwithstanding the foregoing, MobileIQ will indemnify User and hold it harmless from and against any liability, judgments, claims, losses and expenses (including attorneys' fees) resulting from or related to a claim by any party claiming damages for infringement of copyright, trademark or other intellectual property based on material supplied by MobileIQ to User under this agreement. User agrees to likewise indemnify MobileIQ as outlined in this section.

MobileIQ is not 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 resulting from your use of the Service.

All disclaimers of warranties and limitations of liability shall survive any termination of this Agreement.