

ShadowTrack 24/7 Terms & Conditions

These Terms and Conditions (collectively referred to as the "Agreement") are entered into by and between ShadowTrack 24/7, LLC ("ShadowTrack 24/7"), with a principal place of business at 45 Park Ridge Drive, Fletcher, NC 28732, USA, and the Customer ("Customer") upon registration with ShadowTrack 24/7. The parties agree as follows:

1. Equipment

- a. **Hardware:** Includes tracking devices, related components, and/or any devices listed in the Sales Order/Purchase Order (collectively, "Equipment").

2. Web Access & Data

- a. **Services:** Equipment is tracking available via the 24/7Spot cloud-based tracking platform.
- b. **User Access:** The Customer must appoint an Administrator responsible for requesting User Access. User IDs and passwords for 24/7Spot access will be provided upon request from the designated Customer Administrator.
- c. **Map Display:** Customers can view the locations of tracking devices on an online map interface.
- d. **Alerts & Notifications:** Customers can create alerts such as geofence entries/exits, low battery conditions, and motion events, with automatic notifications sent via email. Customers are responsible for monitoring these emails. Customers are advised that Alerts and Notifications are not a replacement for monitoring devices using 24/7Spot.
- e. **Reports:** Customers can define and run reports using 24/7Spot. Customized reporting services are available at \$200 per hour, billed in half-hour increments after the first hour.
- f. **Data Transmission:** Equipment with SIM cards utilizes the cellular network to transmit data to 24/7Spot.

3. Training

- a. **Web-Based Training:** A 60-minute training is available via web presentation for new customers. Additional training can be arranged, with potential charges.
- b. **On-Site Training:** ShadowTrack 24/7 can provide of on-site training at a Customer location at a \$1200 per day, and \$500 per travel day (excluding

travel and lodging expenses). Training will be scheduled within two (2) weeks after delivery.

- c. **On-Site Support:** on-site support will be billed at \$150/hour or \$1,200 per day (not to exceed 8 hours), plus travel and lodging reimbursements (7.5% administrative fee applies).

4. Customer Support

- a. **Support Availability:** Phone and email support are available during business hours (EST 9:00 AM 5:00 PM). After-hours support is available at \$200 per hour, billed in half-hour increments after the first hour.

5. Customer Terms

- a. **Customer Fees and Purchases:** Fees for Equipment, software subscription, and Services are invoiced as indicated in the Sales Quote/Purchase Order. The Customer must complete registration for accurate invoicing and notify ShadowTrack 24/7's accounting department of any corrections via email at accounting@shadowtrack247.com. In case of conflict, the terms of this Agreement take precedence.
- b. **Term:** The initial term of this Agreement ("Initial Term") begins on the shipment date. The Term automatically renews unless either party gives written notice of intent to terminate at least thirty (30) days prior to the end of the Initial Term.
- c. **Termination:** If either party breaches a material term, the non-breaching party must provide written notice. The breaching party has thirty (30) days to remedy the failure. If not remedied, the Agreement may be terminated by the non-breaching party. Immediate termination is allowed if a party becomes insolvent or subject to bankruptcy proceedings.
- d. **Early Termination Fee:** The Customer will incur an Early Termination Fee of \$50 for each Device or Service terminated before fulfilling the Initial Term.
- e. **Service Period:** Defined in the Sales Quote/Purchase Order (e.g., 30 days or one quarter) and can be billed in advance or arrears. The Customer is responsible for all Services used until cancellation is communicated in writing via email to accounting@shadowtrack247.com.
 - **Reactivation Fee:** A \$25 reactivation fee per Subscription Service applies if the Service is suspended due to non-payment or at the Customer's request.

- **Payment:** Invoices will be issued upon order confirmation or shipment, and for periodic Services provided. Payments are due upon receipt. Late payments (over 30 days) incur a 1.5% monthly interest charge (or the maximum rate allowed by law). If payment is not received within 60 days of the invoice date, services may be terminated without notice.
- **Duty & Taxes:** The Customer is responsible for all applicable Duties and Taxes unless a Tax Exempt Certificate is provided prior to the first order.
- **Terms of Use – Website Security:** Only Customer employees are authorized to use the Services, and the Customer is responsible for password security. Any compromised password must be reported immediately. ShadowTrack 24/7 is authorized to manage Customer information for operational purposes, but does not assume liability for unauthorized access or information misuse.
- **Changes in Service:** ShadowTrack 24/7 may change policies and practices with thirty (30) days' written notice. Material changes allow Customers to terminate services without incurring early termination fees if notice is given within 30 days.

6. Legal

- a. **Warranties:** ShadowTrack 24/7 represents and warrants that the 24/7Spot Tracking Platform and any related Services will be presented and performed in a professional and professional manner. ShadowTrack 24/7 further represents and warrants that it has all necessary rights and licenses to deliver the Services in accordance with the terms of this Agreement. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SHADOWTRACK 24/7 DOES NOT WARRANT THAT ACCESS TO OR USE OF 24/7SPOT WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SHADOWTRACK 24/7 MAKES NO OTHER EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICES PROVIDED BY SHADOWTRACK 24/7. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE EQUIPMENT IS PROVIDED "AS IS" AND SHADOWTRACK 24/7 WARRANTS EQUIPMENT FROM MANUFACTURERS DEFECTS FOR ONE YEAR, NO OTHER WARRANTY IS EXPRESS OR IMPLIED, (INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONTENT OR OTHER CUSTOMER SERVICES AND PROGRAMS PROVIDED OR MADE AVAILABLE TO

CUSTOMERS HEREUNDER, ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.

- b. **Confidentiality:** ShadowTrack 24/7 will keep all Customer information confidential during and after the Agreement.
- c. **ShadowTrack 24/7 is not an Insurer and Liquidated Damages:**
SHADOWTRACK 24/7 DOES NOT WARRANT OR REPRESENT THAT THE EQUIPMENT OR SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR THAT THEY WILL IN ALL CASES PREVENT ANY LOSS BY HOLD-UP, ROBBERY, THEFT OR OTHERWISE; OR THAT THEY WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THEY WERE INSTALLED, PROVIDED OR INTENDED. IT IS UNDERSTOOD THAT SHADOWTRACK 24/7 IS NOT AN INSURER OF CUSTOMER'S PROPERTY OR THE PERSONAL SAFETY OF PERSONS COMING IN CONTACT WITH CUSTOMER'S PROPERTY; THAT INSURANCE, IF ANY, ON SUCH PROPERTY AND ITS CONTENTS AND ANY LIFE, DISABILITY OR HEALTH INSURANCE FOR PERSONS WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. THE PAYMENTS TO BE MADE TO SHADOWTRACK 24/7 BY CUSTOMER ARE BASED SOLELY ON THE VALUE OF THE SERVICES AND/OR EQUIPMENT PROVIDED BY SHADOWTRACK 24/7, THE COST OF INSTALLING AND MAINTAINING THE CUSTOMERSHIP, AND THE SCOPE OF LIABILITY ASSUMED BY SHADOWTRACK 24/7 HEREIN. THE PAYMENTS MADE TO SHADOWTRACK 24/7 BY CUSTOMER ARE NOT RELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS. CUSTOMER UNDERSTANDS THAT SHADOWTRACK 24/7 DOES NOT GUARANTY OR WARRANT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT THE OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE EQUIPMENT OR SERVICES ARE DESIGNED TO DETECT OR PREVENT AND SHADOWTRACK 24/7 WILL NOT BE LIABLE FOR ANY LOSSES INCURRED AS A CONSEQUENCE OF OR INCIDENTAL TO SUCH OCCURRENCES. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE OF THE SERVICES OR EQUIPMENT, OR FAILURE ON THE PART OF SHADOWTRACK 24/7 TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER DOES NOT DESIRE THIS AGREEMENT TO PROVIDE FOR FULL LIABILITY OF SHADOWTRACK 24/7 AND AGREES THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AS THE AGREED-UPON DAMAGES, AND NOT AS A PENALTY, AND SHADOWTRACK 24/7'S SOLE LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO THE FOLLOWING SHALL BE LIMITED TO A SUM EQUAL TO THE LESSER OF THE ANNUAL SERVICE CHARGES BILLED TO CUSTOMER FOR THE YEAR IN

WHICH THE LOSS OCCURRED OR \$5,000: (a) FAILURE OF THE EQUIPMENT OR SERVICES TO PREVENT OR AVERT OCCURRENCES THAT THEY ARE DESIGNED TO DETECT OR CONSEQUENCES THEREFROM, (b) SHADOWTRACK 24/7'S OR ITS AGENTS', EMPLOYEES' OR CONTRACTORS' PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, (c) SHADOWTRACK 24/7'S OR ITS AGENTS', EMPLOYEES' OR CONTRACTORS' NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR OTHER ALLEGED FAULT, OR (d) ANY OTHER ACT OR OMISSION COMMITTED BY SUCH ENTITIES OR PERSONS. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SHADOWTRACK 24/7 MORE THAN (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFOR. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENTS (BOTH DIRECT AND INDIRECT), SUBSIDIARIES, AFFILIATES AGENTS AND SUBCONTRACTORS OF SHADOWTRACK 24/7. IF CUSTOMER DESIRES THAT SHADOWTRACK 24/7 ASSUME A GREATER LIMIT OF LIABILITY OR RESPONSIBILITY THAN SET FORTH HEREIN TO EITHER CUSTOMER OR CUSTOMER'S INSURANCE CARRIER BY WAY OF SUBROGATION, AN ADDITIONAL PRICE MUST BE QUOTED TO CUSTOMER BY SHADOWTRACK 24/7 AND PAID BY CUSTOMER. CUSTOMER DOES, HEREBY, FOR ITSELF, ITS INSURANCE CARRIER, AND ALL PARTIES CLAIMING UNDER THEM, RELEASE AND DISCHARGE SHADOWTRACK 24/7 FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST SHADOWTRACK 24/7.

- d. **Governing Law and Jurisdiction:** This Agreement is governed by the laws of North Carolina. Disputes will be resolved via mediation, prerequisite to litigation in Western North Carolina, governed by the laws of the state of North Carolina.
- e. **No Agency Created:** This Agreement does not create any principal-agent, joint venture, or partnership relationship between the parties.
- f. **Assignment:** ShadowTrack 24/7 may assign its rights under this Agreement without notice.
- g. **Force Majeure:** Neither party shall be liable for any delays or failures in performance under this Agreement due to circumstances beyond their reasonable control, including but not limited to:
 - Natural disasters (e.g., earthquakes, floods, hurricanes, tornadoes)
 - Acts of war, terrorism, or civil unrest
 - Government actions, regulations, or restrictions
 - Labor disputes or strikes
 - Pandemics

- Cyberattacks
- Cyberoutages
- Fire, explosion, or other catastrophic events
- Interruptions in transportation
- Interruption in communication services
- Any other events that could not have been avoided by exercising due diligence

- h. **Miscellaneous:** This represents the final and entire Agreement between Customer and ShadowTrack 24/7 and replaces or supersedes all prior or contemporaneous Agreements, representations, or contracts, verbal or written. The Terms & Conditions can be found on the ShadowTrack 247, LLC website (<https://shadowtrack247.com/tc/>), and notifications of updates are provided on our invoices. Payment of an invoice serves as an acceptance of the Terms & Conditions. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such term or provision shall not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed the same agreement. The terms of Sections 6 and 9 and other sections, which by their nature extend beyond termination, shall survive termination of this Agreement for any reason.