



SolarTrak was created by  
**Solar Technology, Inc.** 7620 Cetronia Road, Allentown, PA 18106 Phone 484-223-4994  
 www.solar-trak.com Fax 610-391-8601



## Standard Terms and Conditions for use of SolarTrak, SolarComm and Command Center Products & Services

These Standard Terms and Conditions apply to the sale, purchase, and rental of all SolarTrak, SolarComm and Command Center products and the performance of all services provided under all sale, purchase and rental agreements ("Agreements") agreed to between Solar Technology, Inc. ("SolarTech") and the customer named in such Agreements ("Customer"). Together, these Standard Terms and Conditions, all Exhibits and all relevant Agreements provided at time of delivery, form the entire Agreement (the "Agreement") between SolarTech and Customer with respect to such products and services. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SolarTech and Customer agree as follows:

1. **Products:** SolarTech agrees to provide to Customer, and Customer agrees to obtain from SolarTech, the SolarTech products set forth in the Sales Order and/or Rental Agreement (the "Products"), in accordance with the terms and conditions of this Agreement. [For clarity, the Products referred to under this Agreement do not include any third-party products or products that are otherwise not considered by SolarTech to be SolarTech's standard products, which SolarTech may supply from time to time to Customer, or source for Customer from a third party, upon Customer's request. SolarTech and Customer shall enter into a separate sales orders and/or rental agreements with respect to any such third-party products or products that are otherwise not considered by SolarTech to be SolarTech's standard products].
2. **Title and Delivery:** Risk of loss in the Products shall pass to Customer at the time SolarTech delivers the Products to a third-party carrier for shipment to Customer. SolarTech shall not be liable for any delay in the transportation of the Products, or non-delivery of the Products for any reason beyond its reasonable control.
3. **Services:** SolarTech agrees to provide to Customer the services set forth in the Sales Order and/or Rental Agreement (the "Services"), in accordance with the terms and conditions of this Agreement. Such Services may include monthly subscription services, professional services, additional technical support services and/or other services as set forth in the Sales Order and/or Rental Agreement under which the Products were provided to Customer by SolarTech.
4. **Installation & Removal:** The parties shall each make reasonable efforts to schedule, support and complete SolarTech's "Standard Installation" of the Products within 30 days following receipt of the Products by Customer. Failure of Customer to make such arrangements and/or complete such "Standard Installation" within 30 days following receipt of the Products will in no way cause SolarTech to be required to refund any monthly charges or delay the expiration date of any service agreement included with the Products at time of delivery. SolarTech's "Standard Installation" includes installation (in accordance with the installation instructions provided with the Products) of the Products in authorized equipment and/or authorized vehicles. Customer shall either perform such standard installation on their own or contract an appropriate third party to perform such standard installation (in accordance with included installation instructions). For any installation that is a "Non-Standard Installation", Customer may incur additional charges and/or fees, including, without limitation, additional installation costs (i.e. materials and labor), 'trip fees' and/or 'no show' fees from any third party contracted to perform any such "Non-Standard Installations". Installations that are "Non-Standard Installations" include but are not limited to, the optional "Engine Starter Interrupter" installation, and may be subject to separate and/or additional terms and conditions. Customer acknowledges that, in connection with the installation and any maintenance of the Products, if required, any third-party installer or its assignees, agents and contractors may modify or alter, including, without limitation, drill holes, cut panels or rewire the equipment/vehicles in which the Products are installed. SolarTech shall not be responsible for, and makes no assurances regarding, the restoration of such equipment/vehicles to their unmodified or unaltered condition. Customer shall be responsible for confirming the effect (if any) of any such installation work on any vehicle manufacturer's warranty, and SolarTech shall have no responsibility or liability, and Customer shall indemnify and hold harmless SolarTech from any responsibility or liability, in connection therewith. Customer is solely responsible for removal and return of the Products as may be required by the Sales Order and/or Rental Agreement under which the Products were provided to Customer by SolarTech.
5. **Technical Support Services:** Only Customer's authorized account contacts may request information, changes or technical support pursuant to this Agreement. Monthly Subscription Services include technical support services to be provided by SolarTech. SolarTech shall use commercially reasonable efforts to maintain a standard response time to technical support issues. SolarTech's response time will depend on the complexity of the inquiry and support request volume. SolarTech's Technical Support Department assigns the highest priority to customer inquiries related to server unavailability. The estimated time to respond does not apply to inquiries that require extensive research and testing. Technical support services shall be available as follows:
  - (a) For SolarTrak Products: by email at [support@solar-trak.com](mailto:support@solar-trak.com) or by calling SolarTech's support line at 1-484-223-4994 between the hours of 8:00 a.m. and 5:00 p.m. Eastern Standard Time ("EST") Monday to Friday.
  - (b) For SolarComm and Command Center Products: by email at [techsupport@solartechology.com](mailto:techsupport@solartechology.com) or by calling SolarTech's support line at 1-610-391-8602 between the hours of 8:00 a.m. and 5:00 p.m. Eastern Standard Time ("EST") Monday to Friday.
6. **Service Levels:** SolarTech shall provide the Services as agreed upon in the applicable Sales Order and/or Rental Agreement. Customer is responsible for providing all local computer equipment to end users, cellular service as may be required per the applicable Sales Order and/or Rental Agreement, internet access with sufficient bandwidth to access the Services provided, and a single point expert administrator to support end users with access to the Services. Under no circumstances will SolarTech be responsible for loss of access to the Services due to computer system or network connectivity issues at the Customer's premise or due to general Internet outages or response times, nor the terms, conditions or obligations arising from agreements between Customer or its end users and any internet or cellular network or airline provider in connection with the Products or Services.
7. **Terms of Use:** Subject to the terms and conditions of this Agreement, including, without limitation, the payment of all amounts owing by Customer hereunder, SolarTech hereby grants to Customer a non-exclusive, non-transferable, revocable license to use the software contained within the Products, solely for the purpose of using the Products in Customer's authorized equipment/vehicles in accordance with the terms and conditions of this Agreement. Access to the Products and Services shall be restricted to authorized employees of Customer. Customer shall not, without SolarTech's prior written consent, use, duplicate, or disclose any technical data or any information on the construction or operation of the Products for any purposes other than for the installation, operation or maintenance of the Products in accordance with this Agreement. Customer agrees that it shall not (a) translate, decompile, disassemble, compile or reverse engineer the Products or Services for any purpose, including, without limitation, to gain access to the source code within the Products to create a derivative product; (b) sell, assign, transfer, rent, lease, sublicense or distribute rights to the Products or Services, in whole or in part; (c) remove any proprietary notices or labels from the Products or Services; or (d) use the Products or Services to configure any other product. These restrictions shall survive the termination or expiry of this Agreement. Customer agrees to provide SolarTech with such access to Customer personnel, facilities, vehicles and documentation at such times as SolarTech may reasonably request to audit Customer's compliance with the requirements and restrictions set forth in this Agreement.
 

CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SOLARTECH AND UNDERLYING CARRIER. CUSTOMER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO CUSTOMER WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING WIRELESS SERVICE CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. CUSTOMER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. CUSTOMER UNDERSTANDS THAT SOLARTECH AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. THE CUSTOMER MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.
8. **Prices, Taxes, and Payments:** Any written price quotation, either pursuant to this Agreement or any other form, shall become void unless accepted by Customer within 30 days of the date thereof, unless sooner revoked or rejected by SolarTech. Customer shall pay SolarTech for the Products and the Services in the amounts set forth in the applicable Sales Order and/or Rental Agreement, and in accordance with the payment terms set forth in the applicable Sales Order and/or Rental Agreement. All prices quoted, all orders accepted, and all billings rendered are exclusive of all shipping, federal, state/province and local withholding, excise, sales, use and similar taxes, fees, or charges imposed by any governmental authority on this transaction, which shall be paid by Customer. In the event that payment is not received when due, any unpaid balance shall bear interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower. Such interest shall accrue on the unpaid balance owed by Customer for each month a balance remains unpaid and shall be prorated on a daily basis for each day the payment is overdue. SolarTech may charge Customer a fee of \$50.00 USD for any check(s) returned due to insufficient funds. SolarTech may perform credit verification on Customer, as SolarTech deems necessary at its discretion. The amount of credit may be changed or withdrawn completely by SolarTech at any time. On any order for which credit is not extended by SolarTech, shipment or delivery of Products shall require from Customer, at SolarTech's election, payment in full, upon the signing of the order and prior to shipment. Additionally, SolarTech reserves the right to suspend and/or terminate the Services provided under this Agreement if Customer fails to provide prompt payment per the terms and conditions of the Sales Order and/or Rental Agreement under which the Products were provided until such payment has been received in full by SolarTech.
9. **Security Interest:** SolarTech reserves, until full payment has been received, a purchase money security interest in the Products. Customer agrees to execute any document appropriate or necessary to perfect the security interest of SolarTech, or in the alternative, SolarTech may file this Agreement as a financing statement and/or chattel mortgage.



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10. Confidential Information: In this Agreement, "Confidential Information" means all information, software, passwords, account information, reports, records, documents, technical data or know-how including, but not limited to, that which comprises or relates to the party's confidential and proprietary technology, trade secrets, hardware, specifications, designs, plans, research, developments, processes, intellectual property, business plans and strategies, customer names and other information related to customers, pricing and financial information or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form, and also includes the terms of this Agreement; provided, however, that "Confidential Information" does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to a party by a third party, provided such information was not obtained by said third party, directly or indirectly, from the other party on a confidential basis; (c) is already known to a party without confidentiality obligations; or (d) is independently developed or discovered by a party without reference to Confidential Information of the other party.

Each party agrees to keep strictly confidential and not disclose or use for any purpose other than for performing its obligations under this Agreement, any Confidential Information of the other party. Neither party shall obtain any interest in the other party's Confidential Information by reason of this Agreement or by reason of the disclosure of such Confidential Information pursuant to this Agreement. Each party may disclose the other party's Confidential Information only to its directors, officers, agents, employees, and professional advisors who have a need to know such Confidential Information for the performance of this Agreement, provided that such directors, officers, agents, employees and professional advisors are bound by obligations of non-disclosure and non-use substantially the same in scope as those contained in this section. Nothing in this section will restrict a party's use or disclosure of its own Confidential Information.

Notwithstanding any provisions of this Section 10, either party may disclose the Confidential Information of the other party to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law or by stock exchange policies, provided that such party first provides to the other party prompt notice of such required disclosure and maintains confidentiality to the greatest extent permissible.

11. Intellectual Property:

(a) No express or implied term of this Agreement conveys to Customer any patent rights, copyrights, trademarks, trade names, know-how, trade secrets and other intellectual property rights which are protected by domestic and international laws and regulations (collectively, "Proprietary Rights") in the Products or Services, or any modifications, enhancements, changes or new proprietary information that is developed in relation to the Products or Services ("Improvements"), and Customer acknowledges SolarTech's exclusive rights thereto. All rights to the Products, Services and any Improvements are owned by SolarTech, its affiliates or licensors, and SolarTech, its affiliates and licensors (as applicable) retain all rights in and to the Products, Services and all Improvements including, without limitation, the source code, object code, and any related information. Any rights not expressly granted in this Agreement are expressly reserved by SolarTech.

(b) To the extent any Improvements do not immediately vest in SolarTech, Customer hereby assigns all right, title and interest in and to such Improvements to SolarTech. Customer covenants and agrees to do all such other things and to execute, or have executed, without further consideration, such documents as may be required for assigning, transferring, conveying and securing to SolarTech the exclusive right, title, property, benefit and interest in and to the Proprietary Rights in the Products, Services and all Improvements.

12. Representations and Warranties: Each party represents and warrants to the other party that:

a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; and

b) this Agreement is the legal, valid and binding, enforceable against such party in accordance with its terms.

13. Limited Warranty: SolarTech warrants that for a period of 60 months from the date of shipment of the Products to Customer (the "Warranty Period"), such Products shall: (a) be free from defects in materials and workmanship; and (b) substantially conform to any applicable specifications for such Products as officially published by SolarTech ("Specifications")

14. Warranty Procedures. Customer shall promptly notify SolarTech in writing if any Products (a) contain defects in materials and workmanship, or (b) do not substantially conform to the Specifications (if any) for such Products, during the Warranty Period, and request a "Returned Material Authorization" number ("RMA") from SolarTech. Promptly following its receipt of a RMA from SolarTech, Customer shall send such Products, freight and insurance prepaid by Customer, to SolarTech or (at SolarTech's option) a repair facility designated by SolarTech. Customer shall ship such Products in the original shipping containers or in containers which provide equivalent protections, and shall display the RMA on the outside of such containers. SolarTech reserves the right to refuse to accept any returned Products that do not bear an RMA on the outside of the container. If Customer returns any Products to SolarTech during the Warranty Period, SolarTech shall, at its sole option and expense, repair or replace such Products. Customer shall be responsible for any de-installation and re-installation costs and/or fees, if applicable. This Section states Customer's sole remedy, and SolarTech's sole liability, arising out of the limited warranty provided by SolarTech under Section 13.

15. Limitations. The limited warranty under Section 13 does not apply in the case of: (a) non-conformities, defects or errors in any Products due to accident, abuse, misuse or negligent use of the Products, use of the Products in a manner other than as intended by SolarTech, use of the Products in environmental conditions not conforming to SolarTech's instructions, or failure to follow operating maintenance procedures prescribed by SolarTech with respect to the Products; (b) defects, errors or non-conformities in any Products due to normal wear and tear; (c) damage to any Products caused by force of nature or act of any third party; (d) any third party products or products that are otherwise not considered by SolarTech to be SolarTech's standard products, which SolarTech may supply from time to time to Customer, or source for Customer from a third party, upon Customer's request; or (e) any installation or other services that are not considered by SolarTech to be SolarTech's standard services (including, without limitation, the "Engine Starter Interrupter" installation), which SolarTech may supply from time to time to Customer, upon Customer's request.

16. No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13, TO THE GREATEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING SOLARTECH'S INVOLVEMENT IN THE INSTALLATION AND INITIAL TESTING OF ANY PRODUCT, SOLARTECH MAKES AND CUSTOMER RECEIVED NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR ANY SERVICES PROVIDED HEREUNDER, AND SOLARTECH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION

ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

17. Term: This Agreement shall become effective on the date which these Standard Terms and Conditions are accepted by SolarTech and Customer electronically, and will continue for a period as specified in the Sales Order and/or Rental Agreement under which the Products were provided to Customer by SolarTech unless terminated earlier in accordance with the terms of this Agreement.

18. Cancellation: There shall be no cancellation or amendment by Customer of any order for the Products, except as set forth in the Sales Order and/or Rental Agreement, after the Products have been shipped to Customer. If any proceeding is brought by or against Customer under bankruptcy or insolvency laws, SolarTech shall be entitled to terminate this Agreement and any Services to be provided hereunder. SolarTech may suspend or terminate this Agreement and the performance of Services or any subsequent delivery of any Products, without liability, if Customer breaches this Agreement, including, without limitation, by non-payment of any amounts due to SolarTech hereunder. If Customer promptly cures any such breach to the satisfaction of SolarTech, SolarTech may, in its sole discretion, re-activate the Agreement and performance of the Services upon payment by Customer of SolarTech's restoration fee then in effect, which shall not be less than \$50.00 USD per Product purchased or rented by Customer. If SolarTech terminates this Agreement as a result of Customer's breach, or if Customer wishes to cancel any Services prior to the completion of the Term, the parties agree that the damage suffered by SolarTech will be difficult to ascertain. As a result, upon such termination or cancellation, Customer agrees to pay SolarTech, as liquidated damages and not as a penalty, fees as specified in the Sales Order and/or Rental Agreement. Customer shall pay the Breach Payment to SolarTech within 10 days following the date of the invoice for the Breach Payment from SolarTech.

19. Indemnification by Customer: Customer shall indemnify and hold harmless SolarTech, its employees, contractors, officers, directors, representatives, successors, assigns and agents from and against any and all claims, suits, demands, judgments, losses, injuries, obligations, liabilities, costs, damages, and expenses of whatever form or nature, including, without limitation, attorneys' fees, experts' and consultants' fees, and other costs of legal defense (collectively, "Claims") arising in whole or in part from: (a) the negligent acts or omissions or willful misconduct of Customer or Customer's employees, contractors, officers, directors, agents or representatives (the "Customer Personnel"); (b) Customer's or Customer Personnel's use of the Products or Services, SolarTech's Confidential Information, or any Proprietary Rights therein, or failure to use the Products or Services, SolarTech's Confidential Information, or any Proprietary Rights therein, in accordance with the terms and conditions of this Agreement; (c) Customer's or Customer Personnel's violation of the rights of any third parties; or (d) any other breach of this Agreement by Customer or Customer Personnel; provided, however, that the foregoing indemnity shall not apply to the extent that any Claims are determined by a final judgment to be caused by the negligence or willful misconduct of SolarTech.

20. Indemnification by SolarTech: Subject to Section 21, SolarTech shall indemnify and hold harmless Customer and its affiliates, agents, employees, officers, directors, successors, and assigns (the "Customer's Indemnified Parties") from any Claims asserting that the Products or Services, or the use thereof, constitutes an infringement of any patent, copyright, trade secret, trademark, service mark, or other intellectual property right of any third party; provided, however, that SolarTech shall have no liability or obligation to Customer with respect to any Claim to the extent such Claim is based on: (a) Products or Services for which Customer both provided and controlled the detailed design; (b) Customer's use of the Products or Services in an application or environment or on a platform or with equipment or devices for which the Products or Services were not designed or contemplated to be used; (c) any intellectual property that Customer, or any of its affiliates, owns or has exclusive rights to; (d) failure of Customer to install any corrections or enhancements to the Products or Services made available by SolarTech; or (e) modifications, alterations, combinations or enhancements of the Products or Services not created by SolarTech. If because of such Claims any Customer's Indemnified Party's use of any Products or Services provided by SolarTech is enjoined



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or prevented as contemplated herein, SolarTech will, at its own expense and option, either procure for Customer's Indemnified Party the right to continue using the Products or Services or replace or modify such Products or Services with substantially similar and functionally equivalent non-infringing products or services. The foregoing states the sole and exclusive liability of SolarTech and its affiliates for such Claims. Customer shall immediately notify SolarTech of any such Claim.

21. Limitation of Liability: EXCEPT AS EXPRESSLY PROVIDED HEREIN, SOLARTECH SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF SOLARTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST CUSTOMER. SOLARTECH'S TOTAL LIABILITY UNDER THIS AGREEMENT, IN ALL CIRCUMSTANCES, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS SET FORTH IN THE RELEVANT QUOTATION.
22. Customer acknowledgements: Customer acknowledges and agrees that (a) data collected by the Products while out of coverage or without calling connectivity may not be stored and retrieved by Customer when coverage or calling connectivity is restored; (b) data collected by the Products are not provided in real time and delays in receipt of data are normal; (c) data will be stored on SolarTech's server(s) for a limited amount of time as determined by SolarTech, in its sole discretion, after which time the data will be archived and Customer will be charged for any data retrieval; (d) Product (GPS) antennae should have an unobstructed view of the sky; (e) the Products may not operate in enclosed spaces, in buildings, between tall buildings, underground or in canyons; (f) although portions of the Products and Services are encrypted, the Products and Services are capable of being intercepted without knowledge of or permission from SolarTech by third parties; (g) SolarTech is not a party to nor responsible for the terms, conditions or obligations arising under any agreements between Customer or its end users and any internet, cellular network or airtime provider; (h) Customer may not be able to cancel agreements between Customer and its cellular network or airtime provider upon commercially reasonable terms or at all; (i) Customer must notify SolarTech of any change or cancellation relating to its internet, cellular network or airtime providers, and pay all applicable fees to SolarTech in connection with any resulting installation, reconfiguration or other services as may be required to be performed by SolarTech in relation to the Products or Services as a result of any such change or cancellation; (j) SolarTech assumes no responsibility for improper storage of data or information or delivery of messages;
 

(k) Customer assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from SolarTech's websites, even if Customer has paid for or otherwise been provided virus protection services from SolarTech; (l) SolarTech shall have the right to use, for any purpose, anonymous summary data and data analysis collected by the Products and/or stored on SolarTech's server(s); and (m) if the Products and the equipment/vehicle in which the Products are installed are stolen, SolarTech can try to locate it and share that information with local authorities upon request by Customer; however, SolarTech cannot guarantee it will be able to locate and/or find the products based upon system limitations stated in section 24.
23. Consequences for Refusal of Services: (a) If Customer wishes to self-install the Products but refuses to install the products in accordance with the installation instructions provided by SolarTech, then the limited warranty under this Agreement shall be void and SolarTech shall have no obligation to Customer in connection therewith. (b) If SolarTech recommends and Customer refuses SolarTech's "Introduction to SolarTrak, SolarComm or Command Center" (as the case may be) training program, then SolarTech reserves the right to charge Customer for support calls to SolarTech's Technical Support Department if such calls are due to lack of such training, in SolarTech's reasonable opinion. For clarity, the "Introduction to SolarTrak, SolarComm or Command Center" (as the case may be) is the minimum required training for standard operation of SolarTrak, SolarComm or Command Center (as the case may be). (c) If SolarTech recommends and Customer refuses SolarTech's "Installation Coordination", then Customer shall accept responsibility for coordination and scheduling of installations and any associated costs due to schedule delays. For clarity, SolarTech's "Installation Coordination" organizes the Product installation process, verifies quantity installed and installation standards for each piece of equipment/vehicle. (d) If SolarTech recommends and Customer refuses SolarTech's "Product Configuration", then Customer agrees to pay SolarTech's reasonable fees for future change requests to standard product configuration. For clarity, SolarTech's "Product Configuration" provides SolarTech and Customer with an assessment of Customer's reporting and data flow requirements, product selections, and configuration files.
24. Coverage and Data Transmission: Customer acknowledges and agrees that the Products, Services and the data transmission are dependent on the coverage of cellular, GPS and Internet networks owned and operated by third parties, and that operation of the Product depends on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocations, Customer's equipment, terrain, signal strength, structural conditions, weather activities, acts of God and other conditions beyond SolarTech's reasonable control. Customer acknowledges that some parts of North America have intermittent coverage or no coverage at all. SolarTech is not responsible for data loss or data delays caused by limits in coverage or performance degradation due to any such conditions. Customer acknowledge that coverage of cellular, GPS and Internet networks may be interrupted, halted, or curtailed or the quality of the data transmission may be diminished at any time. The Products, Services and data transmission are dependent upon the availability of the Internet, GPS and cellular networks, which shall be accessed by Customer through third parties.
25. High Risk Activities: The Products and any modifications, alterations, additions or changes to the Products, are not fault tolerant and are not designed, manufactured or intended for use in life support, emergency, mission critical or other ultra-hazardous activities ("High Risk Activities"). SolarTech specifically disclaims any express or implied warranty of fitness for such High-Risk Activities. Customer represents warrants and covenants that it will not use, or permit to be used, the Products for such High-Risk Activities, and Customer agrees to fully indemnify and hold harmless SolarTech for any damages or other losses resulting from such use.
26. Force Majeure: Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of SolarTech shall be considered a breach of this Agreement if such default, delay or failure to perform is due to causes beyond the reasonable control of SolarTech, including without limitation, failure of a GPS network or cellular network or the Internet network, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.
27. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the federal laws of the United States of America as applicable therein. Any application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived.
28. Assignment: This Agreement shall endure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. Customer shall not assign this Agreement, or any rights or obligations hereunder, without the prior written consent of SolarTech. SolarTech may assign this Agreement upon prior written notice to Customer.
29. General: The headings used in this Agreement are for convenience only and no meaning shall be ascribed to such headings. The waiver by SolarTech of a breach of any provision of this Agreement by Customer shall not operate or be construed as a waiver of any subsequent breach by Customer. No delay or omission by SolarTech in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof. If any of the provisions herein or any part thereof are declared invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of such provisions or parts thereof and the applicability thereof shall not be affected thereby. Each party agrees to comply with all applicable laws, including, without limitation, all applicable export laws, restrictions and regulations.
30. Entire Agreement: These Standard Terms and Conditions, and the relevant Quotation attached hereto constitute the entire agreement between SolarTech and Customer and supersede and replace all prior oral or written agreements, understandings, commitments and practices between SolarTech and Customer with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing by an instrument executed by the parties hereto. To the extent of any inconsistency between these Standard Terms and Conditions and the relevant Quotation, these Standard Terms and Conditions shall apply, unless expressly agreed otherwise.
31. Response to Court Orders: Notwithstanding any other provision herein, Customer hereby consents to SolarTech providing any information relating to Customer, its equipment/vehicles, its use of the Products and Services, and any other information related thereto, as may be requested at any time by way of subpoena or other court order, and agrees to indemnify and hold harmless SolarTech from all costs, liabilities, losses, or expenses arising in connection therewith.
32. CUSTOMER ACKNOWLEDGES THAT, AS WITH ANY MAPS OR DRIVING DIRECTIONS, CUSTOMER SHOULD ALWAYS RECHECK DIRECTIONS AND DRIVING CONDITIONS FOR ACCURACY AND CONFIRM THAT THE ROAD STILL EXISTS, BE AWARE OF CONSTRUCTION AND OTHER HAZARDS AND FOLLOW ALL SAFETY PRECAUTIONS AND LAW. THE PRODUCTS AND SERVICES ARE TO BE USED ONLY AS AN AID IN PLANNING.