

MARITIME TACTICAL SYSTEMS, Inc. ®TERMS AND CONDITIONS OF USE
Last Updated and Effective as of: September 01, 2016

These Terms and Conditions of Use (“**Terms**”), together with Maritime Tactical Systems, Inc.’s (“**MARTAC**”, “**we**”, “**us**” or “**our**”) Privacy Notice located at <http://martacsystems.com/Default.aspx> (the “**Privacy Notice**”) and incorporated herein by reference, govern access to and use of MARTAC’s website located at <http://martacsystems.com/Default.aspx>, and any/all mobile site adaptations thereof, (collectively the “**Website**”), and/or all related services and resources available or enabled through the Website (collectively, the “**Online Services**”), by you (“**User**”, “**You**” or “**Your**”). Further, your use of and participation in the Online Services may be subject to additional terms from time to time, expressly including the Sales, Returns and Shipping Policies located at <http://martacsystems.com/Default.aspx> which are incorporated herein by reference

(“**Supplemental Terms**”), and such Supplemental Terms will either be listed in these Terms or will be delivered to you for your acceptance upon your use thereof or your signup therefor, including any for any supplemental account service offered by MARTAC (“**Supplemental Service**”). If any provision of these Terms is inconsistent with any provision of any Supplemental Terms, the provision of any Supplemental Terms shall control with respect to any Supplemental Service. These Terms and any applicable Supplemental Terms are collectively referred to hereinafter as the “**Terms.**” THE TERMS ARE SUBJECT TO CHANGE BY MARTAC IN ITS SOLE DISCRETION AT ANY TIME. *ARBITRATION NOTICE: THE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY DISPUTE RELATED TO THE ONLINE SERVICES, WHICH LIMITS ACCESS TO A JUDGE, JURY AND THE ABILITY TO PARTICIPATE IN A CLASS ACTION. ARBITRATION MAY ALSO LIMIT THE REMEDIES AVAILABLE TO YOU. YOU SHOULD REVIEW CAREFULLY THE PROVISIONS OF SECTION 14.7 PRIOR TO ACCEPTING THE TERMS.*

1. Access.

1.1 Acceptance. Your access to and use of the Online Services is conditioned on your acceptance of and compliance with the Terms and, as such, by accessing or using the Online Services or any Supplemental Service, you agree that you: (1) have read and understand the Terms; (2) are bound by the Terms; (3) are of legal age to form a binding agreement with MARTAC, or are at least the age of 13 and being supervised by a parent or legal guardian; and (4) have the authority to agree to the Terms either (i) personally or (ii) on behalf of the entity that you represent in any interaction with MARTAC, the Website, or the Online Services. If you are a parent or legal guardian who has agreed to be bound by these Terms on behalf of a child between the ages of 13 and 18, you agree to be fully responsible for such child’s use of the Website, including all financial charges and legal liability that such child may incur.

1.2 Use. Subject to your compliance with the Terms, MARTAC grants you a limited non-exclusive, non-transferable, non-sub licensable, revocable license to access the Website and Online Services on any device that you own or control solely for your own personal or internal business purposes.

1.3 Location-Based Information. You understand that the Privacy Notice establishes important terms in respect of information that we may collect from the Global Positioning System (“**GPS**”) functionality on your device when you use the Online Services on a mobile device and allow the use of your device’s GPS functions.

1.4 Prohibitions. You cannot use the Online Services if you are barred from receiving any services or products under the laws of the United States or other applicable jurisdictions. you may only use the Online Services in accordance with the Terms and all applicable local, state, national and international laws, rules and

regulations. IF YOU DO NOT AGREE OR CANNOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

2. Privacy. Please review the Privacy Notice, incorporated herein and applicable to your use of the Online Services, to understand MARTAC's privacy practices.

3. Updates.

3.1 Notice. Upon any updates resulting in changes to the Terms, MARTAC will immediately make a new copy of these Terms available at the Website, and any new Supplemental Terms will be made available from within, or through, the Website, upon their effective date. MARTAC will also update the "Last Updated" date at the top of these Terms to indicate the effective date of such changes if MARTAC makes any material changes to the Terms. Any changes to the Terms will be effective immediately for new users of the Online Services, or Supplemental Services, and will otherwise be effective upon the earlier of (i) thirty (30) days after posting notice of such changes on the Website or (ii) your continued use after posting of such notice.

3.2 Continued Use. MARTAC may require you to provide consent to the updated Terms in a specified manner before further use of the Online Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using any part of the Online Services.

YOU UNDERSTAND THAT WE RECOMMEND THAT YOU REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

4. Limited License. The Online Services, and the information and content available on the Website, are protected by copyright and other intellectual property rights laws throughout the world. Unless otherwise specified by MARTAC in a separate license, your right to use the Website is subject to the Terms.

4.1 Certain Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website or any portion thereof; (b) you shall not frame or utilize framing techniques to enclose any of MARTAC's Marks (as defined in Section 6.2); (c) you shall not use any metatags or other "hidden text" using MARTAC's Marks (as defined in Section 6.2); (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including, but not limited to, spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) access the Website in order to build a similar or competitive website, application or online services; (g) except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any trademark or copyright notices or any other proprietary markings contained on or in the Website. Any future release, update or other addition to the Website shall be subject to the Terms. MARTAC, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Website terminates the licenses granted by MARTAC pursuant to the Terms.

4.2 Third-Party Materials. As a part of the Website, you may have access to materials that are hosted by another party. YOU AGREE THAT IT IS IMPOSSIBLE FOR MARTAC TO MONITOR SUCH MATERIALS AND THAT YOU ACCESS THESE MATERIALS AT YOUR OWN RISK. The Website may contain links to third-party websites featuring third-party products and information. These links are provided to you only as a convenience and

their presence on the Website does not imply endorsement by MARTAC of such website or of any association with such websites' operators.

5. Responsibility for User Generated Content.

5.1 Types of Content. You acknowledge that all content you post directly or indirectly to the Website is solely your responsibility. This means that you, and not MARTAC, are entirely responsible for all content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") during your term of use of the Online Services ("**Your Content**"). Your Content also includes content from a third party that you make available during the term of your use of the Online Service. Your Content may not contain or hyperlink to any nudity, violence, sexually explicit, or offensive subject matter. You may not post, hyperlink to or submit for print services a photograph of another person without that person's express permission.

5.2 No Obligation to Pre-Screen Content. You acknowledge that neither MARTAC nor its parents, subsidiaries, affiliates, officers, employees, agents, representatives, insurers, partners, and each of their successors and valid assigns (individually, a "MARTAC Party" and, collectively, the "MARTAC Parties") has any obligation to pre-screen Your Content.

6. Ownership.

6.1 Website. Except with respect to Your Content, you agree that MARTAC owns all rights, title and interest in and to the Website and the Online Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website.

6.2 Trademarks. Graphics, logos, trademarks, service marks, trade dress and trade names (collectively, "**Marks**") used on or in connection with the Website or the Online Services including, without limitation, the Marks "MARITIME TACTICAL SYSTEMS, INC.", "MARTAC", "MANTAS," "TASKER," (including all applicable design elements thereto and variations thereof) are property of MARTAC by ownership or license and may not be used without permission in connection with any third party products or services. Other Marks that may appear on or in the Website or in connection with the Online Services are the property of their respective owners. You are not granted any right, title or interest in or to any Marks in connection with your use of the Website or the Online Services.

6.3 Your Content. MARTAC does not claim ownership of any of Your Content. You represent and warrant to MARTAC that you own and/or have a royalty-free, perpetual, irrevocable, transferable, assignable, sub licensable, worldwide, non-exclusive right (including any moral rights) and license to use, license, sublicense, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term (including any extensions) of any worldwide intellectual property right that may exist in Your Content.

6.4 Submissions. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about any of the Online Services provided by you ("**Submissions**"), including through online comment sections or similar pages, to MARTAC are non-confidential and shall become the sole property of MARTAC. MARTAC shall own exclusive rights thereto, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of such Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You agree that such Submissions are posted at your own risk and that MARTAC has no obligations (including, without limitation, obligations of confidentiality) with respect to such Submissions. You represent and warrant that you have all rights necessary to submit Submissions. You hereby grant to MARTAC a fully paid, royalty-free, perpetual, irrevocable, worldwide, transferable, assignable, fully sub licensable, and non-exclusive right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-

commercially exploit in any manner, any and all Submissions, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Website and the Online Services.

6.5 Infringement. If you believe any materials accessible on or from the Website (including content submitted by other users) infringe your copyrights, you may request removal of such materials, or access thereto, by submitting a notification pursuant to the Digital Millennium Copyright Act (the “DMCA”) to MARTAC at corporate.inquiry@MARTACSystems.com which sets forth the following information:

- Identification of the copyrighted work you believe to be infringed. Please describe the work and, where possible, include a copy or the location, e.g., URL, of an authorized version of the work;
- Identification of the material that you claim to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit MARTAC to locate the material;
- Your name, address, telephone number and, if available, e-mail address;
- A statement that you have a good faith belief that the use of the materials is not authorized by the copyright owner, its agent or the law;
- A statement that the information that you have supplied is accurate and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf; and
- A physical or electronic signature of the copyright holder or authorized representative.

You acknowledge that if you fail to comply with all of the instructions above, your DMCA notice may not be valid, and MARTAC will not be responsible for removal of the materials or any damaged caused by any infringement. If your submitted materials were removed or the access thereof has been disabled and you believe that such materials are not infringing or that you have authorization from the copyright owner, the copyright owner’s agent, or otherwise pursuant to the law, to post and use the content in your submitted materials, you may send a counter-notice containing the following information to MARTAC at corporate.inquiry@MARTACSystems.com:

- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or misidentification of the content;
- Your name, address, telephone number and, if available, email address; a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or if your address is located outside of the United States, for any judicial district in which MARTAC is located; and that you will accept service of process from the person who provided the original notification of infringement or an agent of such person; and
- Your original or electronic signature.

If a counter-notice is received by MARTAC, MARTAC may send a copy of the counter-notice to the original complaining party informing that person that MARTAC may replace the removed content or cease disabling it within ten (10) business days. Unless MARTAC receives notice from the person who submitted the DMCA Notice that the copyright owner has filed an action seeking a court order to restrain the relevant user from engaging in infringing activity relating to the materials submitted to the Website, MARTAC may replace or restore access to the relevant content in ten (10) to fourteen (14) business days after receipt of the counter-notice, at MARTAC’s sole discretion.

7. Conduct.

7.1 Commercial Activities. You agree that you will not under any circumstances (except to the extent expressly authorized by the Terms):

7.1.1 Reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose (i) any portion of the Website (including your Account) or (ii) the access to or use of the Website;

7.1.2 Make Available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation through the Website;

7.1.3 Use the Online Services for any commercial purpose including, but not limited to, communicating or facilitating any commercial advertisement, solicitation or activity;

7.1.4 Engage in any chain letters, contests, sweepstakes and lotteries, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise) through the Online Services; or

7.1.5 Market any goods or services through the Online Services for any business purposes.

YOU AGREE THAT YOU WILL NOT PERMIT ANY THIRD PARTY, DIRECTLY OR INDIRECTLY TO USE THE ONLINE SERVICES TO ENGAGE IN ANY OF THE ABOVE RESTRICTED CONDUCT.

7.2 *Unauthorized Use or Access.* You agree that you will not under any circumstances:

7.2.1 Interfere or attempt to interfere with the proper functioning of the Online Services or connect to or use the Website in any way not expressly permitted by the Terms;

7.2.2 Systematically retrieve data or other content from the Website to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, spiders or otherwise;

7.2.3 Use, display, mirror or frame the Website, MARTAC’s name, any MARTAC trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without MARTAC’s express written consent;

7.2.4 Use any unauthorized software that accesses, intercepts, “mines” or otherwise collects information from or through the Website or that is in transit from or to the Website, including, but not limited to, any software that reads areas of RAM or streams of network traffic used by the Website;

7.2.5 Intercept, examine or otherwise observe any proprietary communications protocol used by the Website, whether through the use of a network analyzer, packet sniffer or other device;

7.2.6 Make any automated use of the Website, or take any action that imposes or may impose (in MARTAC’s sole discretion) an unreasonable or disproportionately large load on the infrastructure on the Website;

7.2.7 Bypass any robot exclusion headers or other measures MARTAC takes to restrict access to the Website, or use any software, technology or device to send content or messages, scrape, spider or crawl the Website, or harvest or manipulate data;

7.2.8 Use, facilitate, create, or maintain any unauthorized connection to the Website, including, but not limited to (i) any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Website, or (ii) any connection using programs, tools or software not expressly approved by MARTAC;

7.2.9 Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Online Services, or to obtain any information from the Website;

7.2.10 Upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

7.2.11 Solicit or attempt to solicit personal or business information from other users of the Online Services;

7.2.12 Use the Online Services to collect, harvest, transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal or business contact information or credit, debit, calling card or account numbers;

7.2.13 Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or in any way use the Online Services to send altered, deceptive or false source-identifying information; or

7.2.14 Upload or transmit (or attempt to upload or to transmit) any material to the Website that acts as a passive or active information collection or transmission mechanism, including, but not limited to, clear GIFs,

1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as “spyware,” “passive collection mechanisms” or “pcms”).

7.3 General Conduct. In connection with your use of the Online Services you will not:

7.3.1 Make Available any content that: (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes violence or

actions that are threatening to any other person; or (v) promotes illegal or harmful activities;

7.3.2 Harm minors in any way;

7.3.3 Impersonate any person or entity including, but not limited to, MARTAC personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity;

7.3.4 Make Available any content that you do not have a right to Make Available 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 non-disclosure agreements);

7.3.5 Make Available any content that infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;

7.3.6 Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court;

7.3.7 Advocate, encourage or assist any third party in doing any of the foregoing activities in this Section 7.3.

8. Indemnification.

You agree to indemnify and hold the MARTAC Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Website; (c) your violation of the Terms; (d) your violation of any rights of another party, including any users; and (e) your violation of any applicable laws, rules or regulations. MARTAC or a MARTAC Party reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MARTAC in asserting any available defenses. You agree that the provisions in this Section 8 will survive any termination of your use of the Online Services, the Terms or your access to the Website.

9. Disclaimer of Warranties.

9.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK, AND THE ONLINE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. MARTAC PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.1.1 MARTAC PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) YOUR USE OF THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (2) ANY ERRORS OR INTERRUPTIONS IN THE ONLINE SERVICES WILL BE CORRECTED.

9.1.2 YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE ONLINE SERVICES.

9.1.3 THE ONLINE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. MARTAC MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE ONLINE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE ONLINE SERVICES.

9.1.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MARTAC OR THROUGH THE ONLINE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

9.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT MARTAC PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD MARTAC PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF DAMAGE FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

9.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE WEBSITE DURING THE TERM OF USE OF THE ONLINE SERVICES.

9.4 Product Sale Policies. Any and all product sales, returns, cancellations, shipping or other transaction details conducted through the Website shall be subject to MARTAC's Supplemental Terms (expressly including the Sales, Returns and Shipping Policies located at <http://martacsystems.com/Default.aspx>, incorporated herein by reference. No other warranties or representations as to the products or sales transactions are made herein. AS TO ALL PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE, EXCEPT FOR AS EXPRESSLY PROVIDED IN THE SALES, RETURNS AND SHIPPING POLICIES OR OTHERWISE PROVIDED IN THE TERMS OF ANY PURCHASE ORDER, MARTAC PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. Limitation of Liability.

10.1 *Disclaimer of Certain Damages.* YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL MARTAC OR ANY MARTAC PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, MORAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE ONLINE SERVICES INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT MARTAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE ONLINE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (I) THE USE OR INABILITY TO USE THE ONLINE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE ONLINE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE ONLINE SERVICES; OR (V) ANY OTHER MATTER RELATED TO THE ONLINE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, TRADEMARK, PATENT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

10.2 *Cap on Liability.* UNDER NO CIRCUMSTANCES WILL MARTAC OR ANY MARTAC PARTY BE LIABLE TO YOU FOR MORE THAN THE TOTAL AMOUNT THAT YOU HAVE PAID FOR THE GOODS OR SERVICES PURCHASED THROUGH THE WEBSITE THROUGH THE DATE OF BREACH AS DETERMINED BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION AS SET FORTH IN SECTION 14.7.2, AND YOU EXPRESSLY AGREE THAT SUCH LIMITATION IS FAIR AND REASONABLE IN EXCHANGE FOR YOUR USE OF THE ONLINE SERVICES.

10.3 *User Content.* MARTAC PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO POST OR STORE ANY OF YOUR CONTENT.

10.4 *Basis of the Bargain.* THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MARTAC AND YOU.

10.5 *Exclusion of Damages.* CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THE LAWS OF ANY SUCH JURISDICTION APPLY TO YOU, SOME OR ALL OF THE ABOVE

EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS IN SUCH JURISDICTION.

11. Term and Termination.

11.1 Term. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Online Services, unless terminated earlier in accordance with the Terms.

11.2 Prior Use. Notwithstanding the foregoing, if you used the Online Services prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used the Online Services (whichever is earlier) and will remain in full force and effect while you use the Online Service, unless earlier terminated in accordance with the Terms.

11.3 Termination of Services by MARTAC. MARTAC has the right to modify, suspend or terminate any of the Online Services provided to you at any time without or without reason. You agree that all terminations by MARTAC shall be made in MARTAC's sole discretion.

11.4 Termination of Services by You. If you want to terminate the Online Services provided by MARTAC, you may do so by notifying MARTAC at any time. Your notice should be sent, in writing, to MARTAC as set forth in Section 14.7.9.

11.5 Effect of Termination. Termination of any of the Online Services includes removal of access thereto and barring of further use thereof. Termination of all of the Online Services also includes deletion of any password and any other related Website access information, files and Your Content. Upon termination of any of the Online Services, your right to use such Online Services will automatically terminate immediately. You understand that any termination of the Online Services may involve deletion of Your Content associated therewith from our live databases. MARTAC will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms that by their nature should survive, shall survive termination of Online Services including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

12. Remedies.

12.1 Violations. If MARTAC becomes aware of any possible violations by you of the Terms, MARTAC reserves the right to investigate such violations. If, as a result of the investigation, MARTAC believes that criminal activity has occurred, MARTAC reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. You understand that the Privacy Notice sets forth other terms regarding MARTAC's cooperation with Third Parties and authorities, and the disclosure of Your Content and information related to your Account.

12.2 Breach. In the event that MARTAC determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate in respect of the Online Services, MARTAC reserves the right to:

12.2.1 Warn you via e-mail (to any e-mail address you have provided to MARTAC) that you have violated the Terms;

12.2.2 Notify and/or send Your Content to cooperate fully with the proper law enforcement authorities for further action; and/or

12.2.3 Pursue any other action that MARTAC deems to be appropriate.

12.3 No Subsequent Registration. If your registration(s) with or ability to access the Online Services is discontinued by MARTAC due to your violation of any portion of the Terms or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Online Services through use of a different member name or otherwise. In the event that you violate the

immediately preceding sentence, MARTAC reserves the right, in its sole discretion, immediately to take any or all of the actions set forth herein without any notice or warning to you.

13. International Users.

The Website can be accessed from countries around the world and may contain references to the Online Services that are not available in your country. Such references do not imply that MARTAC intends to announce the applicable Online Services in your country. The Online Services are controlled by MARTAC from its facilities in the United States of America. MARTAC makes no representations that the Online Services are appropriate or available for use in other locations. Those who access or use the Online Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

14. General Provisions.

14.1 Electronic Communications. The communications between you and MARTAC use electronic means, whether you visit the Website or send MARTAC e-mails, or whether MARTAC posts notices on the Website or communicates with you via e-mail. For contractual purposes, you (i) consent to receive communications from MARTAC in an electronic form, and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that MARTAC provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

14.2 Release. You hereby irrevocably and forever release the MARTAC Parties from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Online Services including, but not limited to, any interactions with or conduct of other users or third-party websites or vendors of any kind arising in connection with or as a result of the Terms or your use of the Online Services. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

14.3 Assignment. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without MARTAC's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

14.4 Force Majeure. MARTAC shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

14.5 Compliance. IF YOU BELIEVE THAT MARTAC HAS NOT ADHERED TO THE TERMS, YOU UNDERSTAND THAT YOU ARE ENCOURAGED TO CONTACT MARTAC BY EMAILING US AT corporate.inquiry@MARTACSystems.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

14.6 Limitations Period. YOU AND MARTAC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, THE ONLINE SERVICES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES AS DEFINED UNDER APPLICABLE LAW. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

14.7 Dispute Resolution. By using the Online Services in any manner, you expressly agree to the dispute resolution provisions in this Section 14.7.

14.7.1 Small Claims. Any claim or dispute (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the Online Services where the total amount of the award sought is less than Five Thousand U.S. Dollars and No Cents (US\$5,000.00) may be resolved in a cost effective manner

through confidential binding non-appearance-based arbitration, at the option of the party seeking relief. Such arbitration shall be initiated through an established alternative dispute resolution provider ("**ADR Provider**") that offers arbitration as set forth in this Section 14.7 and under the rules of such ADR Provider, except to the extent such rules are in conflict with the Terms. The party demanding arbitration will propose an ADR Provider and the other party shall not unreasonably withhold consent to use such ADR Provider. The ADR Provider and the parties will comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) all arbitration proceedings shall be held in English and the American variation thereof; (iii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed to by the parties; and (iv) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney fees and costs) and disbursements in the presentation of its case arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider, unless otherwise prohibited under applicable law, in which case this sentence shall be severed here from, but in any event shall not be construed as prohibiting any award of fees and costs if required by applicable law. Notwithstanding the foregoing, MARTAC may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. You understand that the laws of the jurisdiction where you are located may be different from Florida law and U.S. law, including the laws governing what can legally be sold, bought, exported, offered or imported. You shall always comply with all the international and domestic laws, ordinances, regulations and statutes that are applicable to your use of the Online Services. Notwithstanding anything to the contrary in this Section 14.7, if available in accordance with applicable law and rules, either party hereto may bring an individual action in small claims court (or the applicable state equivalent) located in the jurisdiction where you reside and use the Online Services, and in such event the arbitration provisions herein shall have no effect unless such action is transferred or removed to a different court, in which case the arbitration provisions hereof shall control for all purposes, provided that nothing herein shall be construed as limiting any right of appeal of any party hereto related to any decision by a small claims court (or applicable state equivalent).

14.7.2 Arbitration. Any other dispute (including whether the claims asserted can be arbitrated) shall be referred to and finally determined through binding and confidential arbitration ("**Arbitration**") at a mutually agreed upon location in Brevard County, Florida, USA. Arbitration shall be subject to the U.S. Federal Arbitration Act, 9 U.S.C. §§1 et seq., as amended (the "**FAA**"), and not any state arbitration law. Arbitration shall be conducted before one (1) commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("**AAA**"), who shall be selected in accordance with AAA Rules and Procedures (defined below). As modified by the Terms, and unless otherwise agreed upon by the parties hereto in writing, Arbitration will be governed by the AAA's Commercial Arbitration Rules and any Expedited Rules thereof, and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively "**AAA Rules and Procedures**"). Arbitration, its proceedings, and all pleadings and written evidence will be in the English language and the American variation thereof. Any written evidence originally in a language other than English will be submitted in English translation accompanied by the original or true copy thereof. The English language version will control. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator will not have authority to award damages in excess of the amount, or other than the types, subject to Section 10. Judgment on the award of the arbitrator may be entered by any court of competent jurisdiction. The arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief it deems just and equitable and within the scope of the Terms including, without limitation, an injunction or order for specific performance. The Arbitration award shall be final and binding upon the parties hereto without appeal or review except as permitted by Florida law or the FAA.

14.7.3 Effect of Arbitration on Your Rights. PURSUANT TO THIS SECTION 14.7, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH IN SECTION 14.7.1. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT ARBITRATION AND ITS RELATED PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. **ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.**

14.7.4 Arbitration Procedures. YOU AND MARTAC MUST ABIDE BY THE FOLLOWING RULES: (I) ANY CLAIMS BROUGHT BY YOU OR MARTAC MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (II) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (III) IN THE EVENT THAT YOU ARE ABLE TO DEMONSTRATE THAT THE COSTS OF ARBITRATION WILL BE PROHIBITIVE AS COMPARED TO COSTS OF LITIGATION, MARTAC WILL PAY AS MUCH OF YOUR FILING AND HEARING FEES IN CONNECTION WITH ARBITRATION AS THE ARBITRATOR DEEMS NECESSARY TO PREVENT ARBITRATION FROM BEING COST-PROHIBITIVE AS COMPARED TO THE COST OF LITIGATION; (IV) MARTAC ALSO RESERVES THE RIGHT IN ITS SOLE AND EXCLUSIVE DISCRETION TO ASSUME RESPONSIBILITY FOR ALL OF THE COSTS OF ARBITRATION; (V) THE ARBITRATOR SHALL HONOR CLAIMS OF PRIVILEGE AND PRIVACY RECOGNIZED AT LAW; (VI) ARBITRATION SHALL BE CONFIDENTIAL, AND NEITHER YOU NOR WE MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION, EXCEPT AS MAY BE REQUIRED BY LAW OR FOR THE PURPOSES OF ENFORCEMENT OF THE ARBITRATION AWARD; (VII) THE ARBITRATOR MAY AWARD ANY INDIVIDUAL RELIEF OR INDIVIDUAL REMEDIES THAT ARE PERMITTED BY APPLICABLE LAW; AND (VIII) EACH SIDE PAYS ITS OWN ATTORNEYS' FEES AND EXPENSES UNLESS THERE IS A STATUTORY PROVISION THAT REQUIRES THE PREVAILING PARTY TO BE PAID ITS FEES AND LITIGATION EXPENSES, AND THEN IN SUCH INSTANCE, THE FEES AND COSTS AWARDED SHALL BE DETERMINED BY APPLICABLE LAW. **FOR PURPOSES OF CLARIFICATION AS TO THE RIGHTS POTENTIALLY WAIVED HEREUNDER, THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR JOINED OR CONSOLIDATED ARBITRATION.**

14.7.5 Non-arbitrable Matters. Notwithstanding the agreement to arbitrate herein, claims of defamation, violation of the U.S. Computer Fraud and Abuse Act (CFAA), 18 U.S.C. §1030 et seq., as amended, and infringement or misappropriation of the other party's patents, copyrights, Marks or trade secrets shall not be subject to Arbitration; such claims shall be exclusively brought in and resolved by the state or federal courts located in and for Brevard County, Florida. Additionally, notwithstanding this agreement to arbitrate, either party hereto may seek emergency equitable relief before the state or federal courts located in and for Brevard County, Florida, in order to maintain the status quo pending Arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located in such county for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

14.7.6 Severability. With the exceptions set forth in Section 14.7.4 (prohibiting Arbitration on a class or collective basis), if any part of this Arbitration provision is deemed to be invalid, unenforceable, or illegal by a court of competent jurisdiction, or otherwise conflicts with AAA Rules and Procedures as determined by the arbitrator, then the balance of this Arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, any such prohibitions set forth in Section 14.7.4 is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration provision shall be null and void, and neither you nor MARTAC shall be entitled to Arbitration. IF FOR ANY REASON, ANY CLAIM IS ALLOWED TO PROCEED IN COURT RATHER THAN IN ARBITRATION, THE DISPUTE SHALL BE EXCLUSIVELY BROUGHT IN AND RESOLVED BY THE STATE OR FEDERAL COURTS IN AND FOR BREVARD COUNTY, FLORIDA, AND THE PARTIES HERETO IRREVOCABLY AND

UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF SUCH LITIGATION. IN ADDITION, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT THAT THE CLASS ACTION WAIVER IN SECTION 14.7.4 IS DETERMINED TO BE INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THEN, SUBJECT TO THE RIGHT TO APPEAL SUCH A RULING, ANY CLASS ACTION, IF ALLOWED TO PROCEED, SHALL PROCEED ONLY BEFORE A COURT OF COMPETENT JURISDICTION IN AND FOR BREVARD COUNTY, FLORIDA, AND NOT IN CLASS-WIDE ARBITRATION, AND THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF SUCH CLASS ACTION. **For more information on AAA and AAA Rules and Procedures, and how to file an Arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.**

14.7.7 Governing Law. The Terms and the Online Services and any action related thereto will be governed and interpreted by and under the laws of the State of Florida, consistent with the FAA, without giving effect to any principles that provide for the application of the law of another jurisdiction, and, as applicable, U.S. federal law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms.

14.7.8 Choice of Language. The parties hereto expressly desired that the Terms and all related documents were drafted in English, in the American variation thereof.

14.7.9 Notice. Where MARTAC requires that you provide an e-mail address, you are responsible for providing MARTAC with your most current e-mail address. In the event that the last e-mail address you provided to MARTAC is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, MARTAC's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. **You may give notice to MARTAC at the following address: 907 EAST STRAWBRIDGE AVE., SUITE 103, MELBOURNE, FL 32901; E-MAIL ADDRESS: corporate.inquiry@MARTACSystems.com.** Such notice shall be deemed given when received by MARTAC by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

14.7.10 Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.7.11 Severability. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14.7.12 Export Control. You may not use, export, import, or transfer the Online Services or any products sold by MARTAC except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Online Services or products, and any other applicable laws. In particular, but without limitation, the Online Services and products may not be exported or re-exported (i) into any United States embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Online Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Online Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by MARTAC are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer MARTAC products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

14.7.13 Entire Agreement; Construction. The Terms are the final, complete and exclusive agreement of the parties hereto with respect to the subject matter hereof and supersede and merge all prior discussions between the parties hereto with respect to such subject matter. Section headings are included for

convenience of reference only and shall not affect interpretation of any term or provision of the Terms. Terms used and defined in the singular shall mean to include the plural, and vice versa. You agree that no joint venture, partnership, employment or agency relationship exists between you and MARTAC as a result of the Terms or your use of the Website.

15. International Provisions.

The following provisions shall apply only if you are located in the countries listed below.

15.1 United Kingdom. A third party who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Terms, but this does not affect any right or remedy of such third party which exists or is available apart from such Act.

15.2 Germany. Notwithstanding anything to the contrary in Section 15, MARTAC is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).