

## Power Telematics, Inc. User Agreement and Terms of Sale

By purchasing, installing and/or using the equipment and services provided by Power Telematics, Inc., you agree to use this service and all related products at your own risk and agree to the following terms of use and sale. This software service, wireless connectivity service and all related products are provided simply as a tool to be used in the normal course of business to help improve the overall reliability of the equipment being monitored.

Any user (including employer and customers) of this service and any products or devices associated with this service agrees to release Power Telematics, Inc. and all affiliated parties of this equipment and service from all liability, implied or expressed. User agrees to hold harmless Power Telematics, Inc. and all affiliated parties from any legal action whatsoever related to the use of this service and the products associated with this service. In no event shall Power Telematics, Inc. be liable for any damages, consequential or otherwise, related to the use of this service and the products associated with this service and shall in no event be obligated to pay any damages.

It is understood that third parties provide wireless connectivity, software, hosting, monitoring device hardware and associated accessories. Service may be unavailable from time to time due to a variety of circumstances and Power Telematics, Inc. shall in no way be held responsible or liable for any service interruption. Power Telematics, Inc. does not guarantee delivery of notifications, alerts or reports.

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