

# GeoTracker Terms of Use Agreement

## January 1, 2017

ADAPCO, LLC 550 Aero Lane, Sanford, FL 32771

Welcome to GeoTracker. The information contained herein explains the terms by which you may use the GeoTracker web site (geotracker.mygeopro.com) and GeoTracker Desktop Wizard software (collectively, "GeoTracker"). By clicking the "Accept" button on these terms of use pages, or otherwise accessing GeoTracker, you signify that you read, understood, and agree to be bound by this GeoTracker Terms of Use Agreement ("Agreement"). If you do not accept this Agreement, do **not click the accept button or further attempt to access GeoTracker. This Agreement is a legal document between you the** ("User") and ADAPCO, LLC This Agreement defines the terms and conditions under which you may access, beyond public information pages, GeoTracker. Thank you for your interest in GeoTracker. Comments regarding GeoTracker and your satisfaction with our services are very important to us. Please visit the Contact Us page for direct access to the support staff at ADAPCO, LLC for GeoTracker, or any of the other products and services we provide to the mosquito control industry.

### GEOTRACKER TERMS OF USE

This Agreement is made as of the Effective Date, by and between ADAPCO, LLC, a Florida corporation with offices located at 550 Aero Lane Sanford, Florida 32771 ("ADAPCO, LLC") and you, the party identified as the ("User").

### **WITNESSETH**

WHEREAS, ADAPCO, LLC has developed and owns GeoTracker (as defined hereinafter) for use and access by Users through the Internet; and

WHEREAS, Clients (as defined hereinafter), individually referred to as User, desire to access GeoTracker (as defined hereinafter) and use the Services (as defined hereinafter) in accordance with the terms and provisions of this Agreement; and

WHEREAS, ADAPCO, LLC desires to provide Users (as defined hereinafter) access to GeoTracker for purposes of Data management.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, User and ADAPCO, LLC hereby agree as follows:

### **ARTICLE I: DEFINITIONS**

Definitions: The following definitions shall apply:

Access: The term "access" and variants thereof (including, without limitation, "accessing" and "accessible") shall mean to store Data in, retrieve Data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.

Authorized Person: The term "Authorized Person" shall mean an employee of ADAPCO, LLC or an organization(s) contracted and authorized in writing by ADAPCO, LLC

Client: The term "Client" shall mean the customer or organization that has engaged ADAPCO, LLC to provide GeoTracker access, and related services as of, and instances beyond the Effective Date.

Data: The term "Data" shall mean any and all Data and information used, stored on or transmitted through GeoTracker, including (without limitation) the Client's and or User's Content.

Documentation: The term "Documentation" shall mean any and all written manuals, User's guides, and Policy Statements concerning GeoTracker or other ADAPCO products as provided to Clients and Users in printed or electronic form.

Effective Date: The term "Effective Date" shall mean the first date by which ADAPCO, LLC assigns log on credentials to a User, providing GeoTracker site access.

**Internet:** The term “Internet” shall mean that certain global network of computers commonly referred to as the Internet.

**Licensed Content:** The term “Licensed Content” shall mean third party Technology incorporated in whole or in part into GeoTracker.

**GeoTracker or GeoTracker Desktop Wizard:** The term “GeoTracker” and “GeoTracker Desktop Wizard” shall mean the product, Data, web site, system, services, controls, licensed content, computer systems and communications equipment owned or leased by ADAPCO, LLC for Data hosting and any and all Technology developed by or for ADAPCO, LLC for GeoTracker.

**Log on Credentials:** The term “Log on Credentials” shall mean that certain approved User identification and pass code assigned by ADAPCO, LLC or re-created by the client administrator or User for purposes of accessing GeoTracker.

**Subscription or License:** The term “Subscription” or “License” shall mean the license(s) based on the number of individual ADAPCO Monitor systems associated with GeoTracker within a single Client organization.

**Policy Statement:** The term “Policy Statement” shall mean that certain written statement of policies (in printed or electronic form) concerning Client and User access and use of GeoTracker as may be adopted by ADAPCO, LLC and as modified by or for ADAPCO, LLC from time-to-time.

**Proprietary Information:** The term “Proprietary Information” shall mean GeoTracker, the Password, Data, Documentation, Policy Statement, and any and all information in connection with GeoTracker which is disclosed to any Client or User by ADAPCO, LLC or learned or obtained by any Client or User and is not: (i) conveyed to those by a third party; (ii) released by ADAPCO, LLC without restriction; (iii) independently developed by Client or User; and (iv) required by Court Order to be released by Client or User.

**Services:** The term “Services” shall mean those certain services as provided by ADAPCO, LLC to a Client or User through GeoTracker as either standard (included) or premium (optional) services.

**Technology:** The term “Technology” shall mean any and all information, Data, software code, applications, methodologies, techniques, ideas, solutions, processes, adaptations, products, concepts, procedures, works of authorship, scripts, documentation, charts, graphs, diagrams, software libraries, Databases, Data structures, Data models, Data dictionaries, fields, records, screen displays, mapping and graphic interfaces.

**Unauthorized Access:** The term “Unauthorized Access” shall mean any access to GeoTracker except for the exclusive purposes of using the Services; accessing, retrieving, and viewing Data; and inputting and retrieving Client Content. Unauthorized Access as a result of an unauthorized person gaining access to GeoTracker with login credentials of an authorized User is against the terms and conditions and a violation of this agreement.

**Unauthorized Person:** The term “Unauthorized Person” shall mean any individual who accesses GeoTracker except for: Authorized Persons, Users and Clients authorized by ADAPCO, LLC

**User:** The term “User” means you, the individual who accepts this agreement, not any other person.

**Client Content:** The term “Client Content” shall mean any and all Data and information used, stored on or transmitted through GeoTracker by the defined Users holding the authorized log in credentials under that client’s paid-in-full subscription.

## **ARTICLE II – SCOPE OF SERVICES**

**2.01 – Access:** ADAPCO, LLC hereby grants User a non-exclusive and non-transferable license to access GeoTracker subject to the terms and conditions of this Agreement.

**2.02 – Client Content:** Users may input, retrieve, and modify Client Content. User shall not modify any Data or information except Client Content.

**2.03 – Password:** ADAPCO, LLC assigns User a Password for purposes of accessing GeoTracker, such assignment which may occur by action of an Authorized Person or by a User of a Client who has been granted administrative rights by said Client or an Authorized Person. You, the User, hereby accept responsibility for, and shall be liable for, all access to

GeoTracker in connection with the Password. User shall access GeoTracker only using their assigned Password and log on credentials. User shall be responsible for the confidentiality and maintenance of the Password.

2.04 – Unauthorized Access: User shall prevent Unauthorized Users from accessing GeoTracker using their Password. User shall prevent Unauthorized Access to GeoTracker using their Password.

2.05 – Lawful Purpose: User represents and warrants that User access to GeoTracker shall not violate any contract, statute, rule, regulation or other obligation under which User is bound. User represents and warrants that User shall not access GeoTracker to conduct or solicit the performance of any business or activity that is tortious or prohibited by law.

2.06 – Policy Statement: User shall comply with the Policy Statement(s). ADAPCO, LLC may modify the Policy Statement(s) from time to time in the exclusive discretion of ADAPCO, LLC

2.07 – Back-Up: Routine backup of files stored on GeoTracker will be performed using commercially reasonable measures. Additional Data archiving services are available at additional costs to the Client and upon request.

### **ARTICLE III – TERM OF AGREEMENT**

3.01 – Deactivation and Removal: Upon termination of this Agreement, ADAPCO, LLC shall have the right to disable and deny the Password and cease all User access to GeoTracker.

3.02 – Term: The term of this Agreement begins on the Effective Date and shall remain in effect until all subscriptions have expired or terminated under the terms and conditions of this Agreement.

3.03 – Fees: Under this agreement, the Client shall pay all Users fees specified in all GeoTracker awarded bids, quotes purchase orders and requisitions. All fees are non-refundable, to the extent earned, and the number of subscriptions (based on associated Monitor units) cannot be decreased during the relevant subscription term stated on the bid, quote, purchase order or requisition. All fees due for partial periods will be prorated on a daily basis using a 365 day calendar year. Fees are due net 30 days from invoice date unless otherwise stated on the invoice.

### **ARTICLE IV - INTELLECTUAL PROPERTY**

4.01 – Ownership and Title: Title to GeoTracker (excluding Licensed Content), including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of ADAPCO, LLC

4.02 – Reverse Engineering: Customer shall not reverse engineer GeoTracker and shall use reasonable efforts to prevent reverse engineering of GeoTracker.

4.03 – Modifications: User shall not copy or modify GeoTracker or GeoTracker documentation or the content or documentation for any other ADAPCO products without prior written consent of ADAPCO, LLC If any of the foregoing ADAPCO products or documentation are modified, such modifications shall be the sole and exclusive property of ADAPCO, LLC and ADAPCO, LLC shall own any and all of the rights, title, and interests to such modifications, including (but not limited to) any and all copyrights, patents, and trade secrets related thereto.

4.04 – Proprietary Information: User shall not disclose Proprietary Information except to Authorized Persons. User shall hold Proprietary Information in strict confidence and shall not duplicate, use or disclose Proprietary Information except as otherwise permitted under this Agreement. User hereby acknowledges and agrees that the Proprietary Information derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts under the circumstances to maintain its secrecy; and is a trade secret as defined under the Restatements.

4.05 – No Contest: User shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets of ADAPCO, LLC in connection with GeoTracker.

4.06 – Employee Pirating: User shall not induce or solicit (directly or indirectly) any ADAPCO, LLC employee to leave the employ or hire of ADAPCO, LLC or engage (directly or indirectly) the services of whom (as an employee, consultant, independent contractor or otherwise) without the prior written consent of ADAPCO, LLC

4.07 – No compete: User shall not (directly or indirectly) promote, advertise, market or provide any product or service similar to or competitive with GeoTracker.

## ARTICLE V - WARRANTY

5.01 – Warranty: ADAPCO, LLC hereby represents and warrants that the Services shall be provided on a reasonable efforts basis and shall conform to the standards generally observed in the industry for similar services.

5.02 – WARRANTY LIMITATION: THE WARRANTY SET FORTH IN SECTION 5 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE WARRANTY SET FORTH IN SECTION 5, ADAPCO, LLC HEREBY DISCLAIMS AND USER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY. THE GEOTRACKER WEB SITE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. ADAPCO, LLC DOES NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THE ADAPCO, LLC GEOTRACKER WEB SITE. ADAPCO, LLC DOES NOT MAKE ANY WARRANTY AND USER HEREBY WAIVES ANY AND ALL WARRANTIES AS TO THE RESULTS OBTAINED FROM THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF GEOTRACKER. USER HEREBY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF USER AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, APPLICABLE LAWS AND THE POLICY STATEMENT GOVERNING THE SERVICES. ADAPCO, LLC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR HARM OR DAMAGES RESULTING FROM OR ARISING OUT OF USER INABILITY TO USE THE SERVICES.

5.03 – Inaccuracies: User hereby acknowledges that Data may contain errors, inaccuracies and omissions. User shall assume any and all risk of loss, harm or damage associated with User access to and use of GeoTracker.

5.04 – Express Warranties: User hereby acknowledges and agrees that ADAPCO, LLC (including officers, employees, agents, directors and independent contractors) has not made or granted to User any express warranties concerning GeoTracker, excepting the warranty in Section 5.

5.05 – Limitation of Damages: ADAPCO, LLC shall not be liable to User for any losses or consequential, exemplary, incidental or punitive damages, in connection with (i) use, performance or operation of GeoTracker (ii) use, performance or operation of the Internet or use of the Internet by User; and (iii) loss of Data, regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether ADAPCO, LLC has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

5.06 – Remedies: The sole remedy for User for any reason and for any cause of action whatsoever in connection with this Agreement, regardless of the form of action, whether in contract or in tort, including negligence, shall be modification of GeoTracker, as determined by ADAPCO, LLC

5.07 – Force Majeure: ADAPCO, LLC shall not be liable to User for failing to perform its obligations hereunder because of circumstances reasonably beyond the control of ADAPCO, LLC Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, internet connection quality, software failure, failure of User to cooperate with the reasonable requests of ADAPCO, LLC, breach of this Agreement by User, and any other events reasonably beyond the control of ADAPCO, LLC

5.08 – Content Warranty: User represents and warrants that any and all information provided by User in connection with this Agreement, the Password, Services, and the User Content are true, accurate, complete and current.

5.09 – Indemnification: User shall release, defend, indemnify and hold harmless ADAPCO, LLC from and against any and all claims, liability, losses and damages arising in connection with: (1) Use of GeoTracker (2) use of the Services by User; (3) the User Content; and (4) breach of this Agreement by User.

5.10 – Export Assurance: User shall not disclose, export, distribute or transfer any content, to any third party individual or entity or any division, affiliate or subsidiary of User located in any country other than the United States without the express written consent of ADAPCO, LLC. User shall not perform any act in conflict with or in violation of the export laws and regulations of the United States.

5.11 – Loss of User Content: Programming, design errors, maintenance of the ADAPCO, LLC GeoTracker Web Site, GeoTracker Desktop Wizard, or Services, or unauthorized access to the ADAPCO, LLC GeoTracker or Services may result in the loss of User Content. ADAPCO, LLC shall take reasonable measures to prevent the loss of User content. In the event of loss of User content, ADAPCO, LLC shall not be responsible for any loss of User Content.

## **Article VI - Miscellaneous**

**6.01 – Assurances:** User represents and warrants that all representations, warranties, recitals, statements and information provided to ADAPCO, LLC under this Agreement are true, correct and accurate as of the Effective Date.

**6.02 – Entire Agreement:** This Agreement contains the entire understanding of the parties relating to GeoTracker and supersedes all previous verbal and written agreements between ADAPCO, LLC and User relating to GeoTracker. A Policy Statement, as modified by ADAPCO, LLC (from time to time) by this reference and made a part of this Agreement.

**6.03 – Continuation:** The terms and provisions of Articles I, IV, V, and VI of this Agreement shall survive termination and cancellation of this Agreement.

**6.04 – Amendments and Modifications:** Excepting modifications to the Policy Statement, any alteration, modification or amendment of this Agreement shall be void unless such alteration, modification or amendment is in writing and signed by the parties hereto.

**6.05 – Severability:** If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.

**6.06 – Captions:** The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

**6.07 – Governing Law:** This Agreement is governed by the laws of the State of Florida, without regard to any rules of conflict or choice of laws that require the application of laws of another jurisdiction, and venue shall be Seminole County - Sanford, Florida

**6.08 – Notices:** Notices to all parties shall be in writing and deemed delivered when delivered electronically, by commercial overnight delivery service, by Certified or Registered Mail - Return Receipt Requested - or by hand to an address set forth and maintained all parties' records. It is the responsibility of both parties to maintain current and accurate electronic mail addresses and notify all parties in writing of any electronic or physical address change.

**GeoTracker Owner**  
**ADAPCO, LLC**

**Address**  
**550 Aero Lane, Sanford Florida 32771**

**6.09 – Assignments:** Any and all assignments of rights hereunder by User shall be void.

**6.10 – Public Announcements:** All public announcements concerning GeoTracker shall be subject to the prior written approval of ADAPCO, LLC

**6.11 – Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association.

**6.12 - Data Preservation in the Event of Suspension or Termination:**

For the first thirty (30) days following the event of a suspension or termination by ADAPCO, LLC of User access to GeoTracker for any reason, (i) we will not take any action to intentionally erase any Data stored on GeoTracker and (ii) applicable Data storage charges will continue to accrue. (iii) Applicable Data return charges will apply.

**6.13 – Return of Client Data:** Upon request by client made within thirty (30) days of the effective date of Termination, ADAPCO, LLC will make available to client a file of client Data in a format to be determined by ADAPCO, LLC. This file will be made available at a reasonable cost, which shall include materials and professional services at prevailing rates. After such thirty (30) day period, ADAPCO, LLC shall have no obligation to maintain or provide any client Data and may thereafter, unless legally prohibited, delete the client's Data.

**6.14 – Fees:** ADAPCO, LLC reserves the right to offer alternative and/or additional Products ("Premium Products") for fees. You acknowledge that ADAPCO, LLC may charge a fee for the use of any Premium Product or any of the Products, provided that ADAPCO, LLC notifies you of any such fee that applies before you incur it. Subject to the foregoing, you agree to pay any fees incurred by you.

**6.15 – Licenses/Subscription:** A Client "license" or "subscription" is defined as a paid-in-full subscription for a Client, the Users thereof who have access to GeoTracker. The Subscription annual fee is based on the number of ADAPCO Monitor systems associated with Client's GeoTracker Subscription.

### 6.16 – GeoTracker Support:

GeoTracker support staff will always provide timely telephone and email support between 8am and 5pm (EST) Monday through Friday. Standard remote support efforts also include dual desktop connectivity and online web conferencing as determined by GeoTracker support staff. Remote support is included as part of a valid Client license. Standard support hours are not rolled forward, accumulated or rolled backwards. Up to 2 hours per month of remote email and telephone support is included with the standard yearly subscription

On-site service is also available for an additional cost upon request.

### 6.17 – Data Sharing Policy:

GeoTracker is designed to provide a secure and reliable hosted solution for authorized Users only. By accepting this agreement you authorize GeoTracker support staff to have access to your Data for support purposes and site activity reporting only.

### 6.18- Data Hosting Facility

GeoTracker is hosted in a Hardened, Secure, Tier III data center located in Orlando Florida. The facility is a Purpose-built, Tier III Compliant, SSAE 16 Audited Data Center, with 100% Dedicated Power Distribution Units (PDU) and Air Handlers (CRAH).

- a. Data is secured with backup and disaster recovery plans to ensure maximum uptime. Our hosting facility utilizes the following hardware features to enable maximum uptime:
  - o Redundant Web servers
  - o Redundant Data/Application servers
  - o Redundant server power supplies
  - o 100% Dedicated Power Distribution Units (PDU) and Air Handlers (CRAH)
- b. In addition, our hosting facility provides the following key features:
  - i. 24/7/365 on-premise security guards
  - ii. Restricted facility access
  - iii. Video surveillance
  - iv. Advanced fire detection and suppression
  - v. Massive utility redundancy
  - vi. Jet turbine back-up power generation plant
- c. Communication with customers regarding planned and unplanned downtime is via e-mail. If the Client wishes, other communication technology options may be provided at such as SMS an additional charge.