

TOW CHECK! END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT (the "**Agreement**") CAREFULLY. THIS AGREEMENT IS BETWEEN GRUMPYJIM CONSULTING AND PUBLISHING INC. ("**GrumpyJim**") AND YOU, THE PURCHASER OF THE TOW CHECK! APPLICATION (the "**Application**"). BY PURCHASING, DOWNLOADING OR USING THE APPLICATION, YOU AGREE TO BE BOUND BY AND FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. YOU AGREE THAT ANY OF YOUR AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANY PERSON OR ENTITY ACTING ON YOUR BEHALF SHALL BE BOUND BY, AND SHALL ABIDE BY, THESE TERMS AND CONDITIONS. **IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, DO NOT USE THE APPLICATION.**

ARTICLE I. SCOPE OF LICENSE

Subject to the terms and conditions of this Agreement, GrumpyJim hereby grants to you, and you hereby accept, a revocable, non-exclusive and non-assignable license to use the Application on any device which operates using Apple's mobile operating system (an "**IOS Device**") that you own or control for the sole purpose of assisting you to corroborate your independent calculations regarding whether you can safely tow a trailer.

This license does not allow you to use the Application on any IOS Device that you do not own or control. You may not:

1. distribute or make the Application available over a network where it could be used by multiple devices at the same time;
2. rent, lease, lend, sell, redistribute or sublicense the Application; or
3. copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any fixes or upgrades, or any part thereof.

If you breach any of the foregoing restrictions, you may be subject to prosecution and damages. The terms of the Agreement will govern any fixes or upgrades that may be provided from time to time by GrumpyJim that replace and/or supplement the Application, unless such fix or upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

ARTICLE II. COMPLIANCE

You represent, warrant and covenant that in purchasing, downloading or using the Application, you shall comply with:

1. the Mac App Store, App Store and iBookstore Terms and Conditions, as may be amended from time to time; and

2. all applicable laws, rules, regulations and by-laws of Canada, the United States or the jurisdiction in which you may be using the Application.

YOU ACKNOWLEDGE, COVENANT AND AGREE THAT THE APPLICATION: (I) MAY ONLY BE USED TO CORROBORATE YOUR INDEPENDENT CALCULATIONS REGARDING WHETHER YOU CAN SAFELY TOW A TRAILER WITHIN APPLICABLE LEGAL LIMITS; AND (II) CANNOT BE RELIED UPON EXCLUSIVELY TO DETERMINE WHETHER YOU CAN DO SO.

YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO:

1. ESTABLISH THE TONGUE AND LOAD WEIGHTS;
2. ENSURE THAT ALL WEIGHTS THAT ARE ENTERED INTO THE APPLICATION ARE IN THE SAME UNIT OF MEASUREMENT; AND
3. BE CERTAIN THAT THE TONGUE WEIGHT IS WITHIN A SAFE RANGE SHOULD THE TONGUE WEIGHT BE UNKNOWN OR IN QUESTION.

YOU FURTHER ACKNOWLEDGE THAT THE CALCULATIONS PROVIDED BY THE APPLICATION ARE BASED ON AXLE WEIGHTS EXCLUDING ANY TYPE OF LOAD LEVELING OR WEIGHT-DISTRIBUTION HITCH (A "**DISTRIBUTION HITCH**"). YOU AGREE THAT IF A DISTRIBUTION HITCH IS EMPLOYED, ANY RELIANCE ON TONGUE WEIGHT OR TONGUE WEIGHT PERCENT CALCULATIONS IS DONE WITH THE UNDERSTANDING THAT THE CALCULATIONS PROVIDED BY THE APPLICATION ARE BASED ON AXLE WEIGHTS IRRESPECTIVE OF A DISTRIBUTION HITCH; THEREFORE ANY DISTRIBUTION HITCH EMPLOYED AND ITS EFFECTS MUST BE EXCLUDED FROM THE CALCULATIONS ENTERED INTO THE APPLICATION.

ARTICLE III. TITLE AND OWNERSHIP

You agree that title to and ownership of the Application, and any modifications made thereto and all intellectual property rights therein shall at all times remain with GrumpyJim and/or its suppliers.

You shall not have any right, title or ownership interest in the Application except the limited right to use the Application as explicitly provided in this Agreement.

ARTICLE IV. CONSENT TO USE OF DATA

You agree that GrumpyJim may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Application. You hereby grant GrumpyJim consent to use this information so long as it is in a form that does not personally identify you for the foregoing purposes.

ARTICLE V. WARRANTIES AND LIMITATION OF LIABILITY

You acknowledge that you have or will have independently determined that the Application will meet your requirements and that you have not, and shall not, rely on any representation made, or information provided, by GrumpyJim as to the suitability of the Application for any particular purpose.

EXCEPT AS OTHERWISE EXPLICITLY SET OUT HEREIN, THE APPLICATION IS PROVIDED ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS BASIS" AND GRUMPYJIM EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE APPLICATION, INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT OR PERFORMANCE AND ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT MIGHT OTHERWISE ARISE DURING THE COURSE OF DEALING, USAGE OR TRADE AND THOSE WHICH MAY BE IMPLIED BY LAW. THIS AGREEMENT SETS OUT THE ENTIRE EXTENT OF ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS IN RESPECT OF THE APPLICATION AND NO AGENT OF GRUMPYJIM IS AUTHORIZED TO ALTER SAME. ALL ALTERATIONS SHALL BE IN WRITING AND SIGNED BY GRUMPYJIM.

EXCEPT IN RESPECT OF WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL GRUMPYJIM BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS AND/OR ROYALTIES, OR OTHER ECONOMIC LOSS, ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER FOR BREACH OR ALLEGED BREACH OF A REPRESENTATION OR ANY OBLIGATION ARISING THEREFROM AND IRRESPECTIVE OF WHETHER GRUMPYJIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR GRUMPYJIM TO ACCEPT ANY LIABILITY OR RISKS BEYOND WHAT IS EXPRESSLY PROVIDE HEREIN AND IF ANY SUCH LIABILITIES OR RISKS WERE TO BE ASSUMED BY GRUMPYJIM, GRUMPYJIM WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, GRUMPYJIM'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT AND THE LICENSE AND USE OF THE APPLICATION UNDER ANY AND ALL CIRCUMSTANCES, ARISING IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO: (I) THE FEES ACTUALLY PAID BY YOU TO GRUMPYJIM UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE FINAL ACT OR EVENT WHICH GAVE RISE TO SUCH LIABILITY; OR (II) \$25.00, WHICHEVER IS LESS.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES OR DAMAGES, SO ASPECTS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ARTICLE VI. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRUMPYJIM AND GRUMPYJIM'S OFFICERS, EMPLOYEES DIRECTORS, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DAMAGES, LIABILITIES, LOSS, GOVERNMENT FINES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND LITIGATION EXPENSES), ARISING OUT OF OR RELATED TO ANY ALLEGED OR ACTUAL BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT MADE BY YOU IN THIS AGREEMENT.

ARTICLE VII. TERMINATION

This Agreement may be terminated by GrumpyJim for convenience without notice to you or if any of the following events of default occur: (i) if you materially fail to perform or comply with this Agreement or any provision hereof; (ii) if you become insolvent or admit in writing your inability to pay your debts as they mature or make an assignment for the benefit of creditors; (iii) if a petition under any foreign or Canadian bankruptcy act, receivership statute or the like, as they now exist or as they may be amended, is filed by you; or (iv) if such a petition is filed by any third party or an application for a receiver is made by anyone and such petition or application is not resolved in your favor within ninety (90) days.

Upon termination of this Agreement, you agree to:

1. immediately cease and desist all use of the Application; and
2. return to GrumpyJim all full or partial copies of the Application in your possession or under your control, or destroy the Application, including all versions, copies or expressions in any tangible form or medium in your possession or under your control, and if requested, provide GrumpyJim with written confirmation that the foregoing has occurred.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01 Conflicts

In the event of a conflict between the Apple Licensed Application End User License Agreement (at: <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>) and this Agreement, the Apple Licensed Application End User License Agreement will govern.

Section 8.02 Assignment

GrumpyJim may assign any of its rights and obligations under this Agreement without your consent. You shall not assign this Agreement or your rights hereunder without the prior written consent of GrumpyJim.

Section 8.03 Governing Law

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws in force in the Province of Alberta, Canada (without reference to conflicts of laws principles). Each of the parties hereto irrevocably attorns and consents to the exclusive jurisdiction of such courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement and that in no event shall this Agreement be governed by the conflict of laws rules of any jurisdiction.

Section 8.04 Severability

Any provision of this Agreement that is prohibited or unenforceable by a Court of competent jurisdiction will be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement and any prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable that provision in any other jurisdiction. For any provision severed there will be deemed substituted a like provision to accomplish the intent of the parties as closely as possible to the provision as drafted, as determined by any court or arbitrator having jurisdiction over any relevant proceeding, to the extent permitted by the applicable law.

Section 8.05 Waiver

You agree that any waiver of any provision of this Agreement shall only be effective if in writing and signed by GrumpyJim. GrumpyJim's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

Section 8.06 Survival

Articles III, IV, V, VI and VIII shall survive any termination or expiration of this Agreement for whatever reason.

Section 8.07 Changes

The most current version of this Agreement can be found at <http://www.grumpyjim.com/apps/TowCheck/Legal.pdf> (the "**Website**"). GrumpyJim reserves the right to modify this Agreement from time to time and to impose new or additional terms or conditions on your use of the Application. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Application will be deemed acceptance thereof. It is your responsibility to check the Website periodically for any changes to this Agreement.