

**OfficeTrack Service for Management of Mobile Employees and Fleet -
Terms of Use and Limitation of Liability**

1. These Terms of Use regulate the terms of use of OfficeTrack, which can enable locating and tracking mobile employees' cellular devices and vehicles' AVL units, presenting the location on web-based platform maps, management of attendance, field tasks, orders, emergency calls, and route planning, including the right to use its interfaces via the Internet (hereinafter: "Interfaces") (hereinafter "Service"), between OfficeCore Mobile Solutions and any of its partners (hereinafter "OfficeCore") and the client using the service (hereinafter "Client") (hereinafter "This Agreement "). All the Service Interfaces have been presented to the Client. The Service uses cellular and/or GPS units' location and the public Internet. The Service is limited to mobile devices owned by the Client, specified in the attached list (hereinafter: "the Devices"). The Client is requested to read this Agreement carefully before signing it.
2. The Service user guide is posted on the website and may be updated from time to time on the Service website.
3. Client acknowledges that the location of the device, at the time that a report was made from the device regarding entrance, exit, task start, task end, emergency, as far as possible, according to the service characteristics as described, will be provided at the resolution of GPS or cellular cell sites of the mobile operators network in case of shared services or OfficeCore only, and depending on the GPS reading ability and/or cellular density of the mobile operator network's cell sites, and depending on the density of mobile cell sites at the area of performing the location, all as described in the characterization of service. In addition, information about the location of the device at the time of locating the device will appear in the reports provided by the maps system and the task management system based on the obtained GPS position or cellular operator network position, and will not necessarily include an accurate address.
4. The Client hereby orders the service from OfficeCore. Any Client's or third party's use of the Service, shall be considered an agreement to undertake all the terms of this Agreement even absent signature, without limiting the rights for OfficeCore to condition continued provision of the Service with full execution of the relevant documents.
5. The Service can be provided for trial period according to OfficeCore's sole discretion. The Service is personal, privileged to the Client only, privileged to the devices registered for the Service only, and cannot be carried transferred to another device even if it is owned by the Client. It is emphasized that the Client is not entitled to receive any credit or compensation, for failure to exploit the Service during the month, in whole or in part, for any reason.
6. OfficeCore undertakes to support the provision of Service as specified in the application and as updated on the Service website from time to time. Provision of Service in whole or in part is subject to delivery, availability, and actual Client's order. The quality and feasibility of the Service are influenced by the nature of the internet and/or mobile communication and the cellular range, absence of coverage in some areas or non-continuous coverage, including GPS coverage, and further factors outside of OfficeCore's control including weather conditions, blockages, disorders in other networks and more. Therefore, the Client hereby waives any claim regarding inability to use the Service in whole or in part through computers, cellular devices or the Internet, as a result of the above or as a result of disconnections that are within the acceptable norm regarding cellular and internet network communications.

7. The Client declares and warrants, that he will notify all users whose cellular devices the Client wishes to locate, of the Service's characteristics, the ability for locating mobile devices, the user's ability to block the Service from the user's particular mobile device, the Client's mobile device association with the Service, and, as required according to the provisions of any law, receive their written consent for provision of the Service in connection with the mobile device.
8. The monthly payment for the Service will be paid to OfficeCore regarding every mobile device subscribed for the Service, for the period indicated on the invoice, delivered from time to time. Use of the Service for a portion of a given month shall incur partial payment at OfficeCore's discretion.
9. OfficeCore maintains the right to change the rates according to OfficeCore's policy. In any case of rate change OfficeCore shall issue a 30 days advanced notification.
10. The Service is provided to the Client regarding the characteristics presented. OfficeCore shall not be liable for any Client or third party damages, including direct, special, indirect, or consequential damages, including loss of income, loss of earnings, harm to reputation, caused due to or in connection with the use or non use of the Service, even in the event OfficeCore was or should have been aware of the probability of such damage. The Client explicitly dismisses OfficeCore from any and all liability for any such damage. Without derogating from the above, the total liability of OfficeCore in connection with this Agreement shall not in any case exceed the payments paid by the Client to OfficeCore for the Service. The Client dismisses OfficeCore of any and all liability regarding the Service, except for the liability specified in this section.
11. Without limiting the previous section 11, the Client hereby declares and confirms that it has been clarified to Client, that OfficeCore is not in any way responsible for data security and integrity of data transfer through the external communication infrastructures, including cellular networks, public internet network, SMS networks, e-mail services, etc, as far as employed for providing the Service, including for providing locations. It is hereby clarified that the Client is responsible for the security of the Client's data in using the Services and associating Client's mobile device with the OfficeCore systems via internet and/or cellular communication networks.
12. Client is aware the Service is provided over a public network, therefore networks disorders may occur, such as but not limited to, bugging, interruptions of data transmission, transfer of incorrect information, unauthorized penetrations to databases and impaired broadcast quality.
13. The Client undertakes not to use subscription for the Service and/or the Service, in another person's name or details, and/or not use subscription for the Service and/or the Service through various applications designed to identify in the name of another.
14. Client acknowledges that for reasons of protection of privacy, location data will be saved on the OfficeCore systems for three (3) months only.
15. At any event, the Client is responsible for any payment regarding to the cellular provider for any cellular internet access, SMS and other messages, calls regarding the Client mobile device disregarding whether the Service is for a fee or for free.
16. Client acknowledges that OfficeCore does not have rights with regard to the maps included in the Service, and therefore OfficeCore is not responsible in any way for creating the maps, updating the maps and any information included in the maps.
17. Client acknowledges that some of the maps included in the Service are obtained from www.openstreetmap.org, and therefore, Client confirms and is subject to the use terms, license and copyright of www.openstreetmap.org.

18. Client cannot copy, download or make any other use of the maps included in the Service, other than OfficeCore's own use of the maps.