



## Service Level Agreement for TrackCar Distributors and Resellers

This Service Level Agreement ("Agreement") is between TrackCar and its Distributors and Resellers ("Client"), and is effective as of the date of acceptance by the Client.

1. **Service Availability** TrackCar will use commercially reasonable efforts to ensure that the TrackCar service is available at least 99.9% of the time. However, the service is provided on a "best effort" basis and TrackCar makes no warranties regarding service availability.
2. **Third-Party Providers** The TrackCar service relies on third-party providers for certain aspects of its functionality, such as telecommunications and server hosting. TrackCar cannot be held liable for any downtime or disruptions that are caused by issues with these third-party providers.
3. **No Financial Accountability** TrackCar will not be held accountable for any financial damages incurred by the Client as a result of any downtime or disruptions in service. No credits will be offered.
4. **Maintenance** TrackCar may need to perform maintenance and upgrades to the service from time to time. This may result in temporary downtime or disruptions. TrackCar will use commercially reasonable efforts to schedule maintenance at a time that minimizes the impact on the Client.
5. **Support** TrackCar will provide technical support to the Client in the event of any issues with the service. Support will be provided via email or phone, and TrackCar will use commercially reasonable efforts to respond to support requests within 24 hours.
6. **Disclaimer of Warranties** The TrackCar service is provided "as is" and without any warranty of any kind. TrackCar disclaims all warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
7. **Limitation of Liability** In no event shall TrackCar be liable to the Client for any indirect, special, incidental, consequential, or punitive damages arising out of or related to this Agreement.
8. **Termination** Either party may terminate this Agreement at any time by providing written notice to the other party.
9. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which TrackCar is located.
10. **Entire Agreement** This Agreement constitutes the entire agreement between TrackCar and the Client and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

By accepting this Agreement, the Client acknowledges that it has read and understands the terms and conditions set forth in this Agreement, and agrees to be bound by them.

Signed By Distributors and or Resellers

(Signature)

---

(PRINT NAME) \_\_\_\_\_

Date: \_\_\_\_\_