
GLOBAL LOCATOR

Customer End User License Agreement

TUMI.COM



This End User License Agreement ("Agreement") is a binding agreement between Lugtrack, LLC ("Lugtrack"), TUMI, Inc., on behalf of itself and as agent for Lugtrack ("TUMI," the "Company," "we," "our," or "us"), and the account holder or user of record ("End User" or "you" or "Licensee").

This Agreement includes terms and conditions for use of the TUMI GLOBAL LOCATOR (the "Device") and its features and applications (each a "Service," and together the "Services"), including without limitation warranties, limits of liability, and other important matters; the terms and conditions of your use of the software and technology embedded in the Device (the "Software"); and pertinent provisions on our website or in our product packaging. Please read the User Manual at www.tumi.com/p/tumi-global-locator-014341D for more information.

Your use of the Device and Services are subject to our business policies, practices and procedures ("Policies") including, but not limited to, the Global Locator Privacy Policy available on our website www.tumi.com/p/tumi-global-locator-014341D, which is explicitly part of this Agreement. WHEN TURNED ON, AND IRRESPECTIVE OF THE INSTALLATION OF ANY APPLICATION OR SOFTWARE ON YOUR MOBILE DEVICE, THE DEVICE IS CONSTANTLY COLLECTING AND TRANSMITTING GEO-LOCATION DATA TO TUMI, LUGTRACK, THEIR PARTNERS AND/OR AFFILIATES. IF YOU DO NOT WANT YOUR DEVICE LOCATION TRACKED OR TRANSMITTED BY THE DEVICE, DO NOT TURN ON THE DEVICE.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. BY USING THE DEVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO OUR POLICIES.

YOU AGREE THAT THIS AGREEMENT DOES NOT NEED TO BE PHYSICALLY SIGNED FOR IT TO TAKE EFFECT.

THIS AGREEMENT INCLUDES A LICENSE TO SOFTWARE AND TERMS OF SERVICE THAT GOVERN THE USE OF THE DEVICE, SERVICES, AND SOFTWARE BY YOU; REQUIRES THE USE OF ARBITRATION, ON AN INDIVIDUAL BASIS, TO RESOLVE ALL DISPUTES RATHER THAN CLASS ACTIONS AND/OR LITIGATION BEFORE A JUDGE OR JURY IN A COURT (AND YOU WAIVE YOUR RIGHT TO BRING OR FILE ANY LITIGATION IN A COURT, ON BEHALF OF YOURSELF OR OTHERS); LIMITS OUR LIABILITY RELATED TO ANY LOSSES YOU MAY INCUR ARISING OUT OF YOUR MISUSE OF THE DEVICE AND SERVICES; AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE. NOTE THAT A DIFFERENT DISPUTE RESOLUTION PROCESS MAY APPLY FOR SERVICES PROVIDED BY ANOTHER COMPANY, BUT THE DISPUTE RESOLUTION PROVISIONS OF THIS AGREEMENT SHALL APPLY TO THE USE OF THE DEVICE AND OUR SERVICES.

The Device complies with part 15 of the FCC Rules. Operation is subject to the following conditions: (i) the Device may not cause harmful interference, and (ii) the Device must accept any interference received, including interference that may cause undesired operation.

1. LICENSE GRANT:

(a) The Software is owned or licensed by TUMI or its affiliates or its licensees. Certain portions of the Software and certain other third-party software that is embedded in the Device are owned by Lugtrack, and are licensed to TUMI, and other third-party content, data, text, images, graphics, photographs, audio, video, and other images are from non-TUMI providers. Such content is used by TUMI under license and subject to the terms and

conditions of this Agreement.

(b) Subject to the terms of this Agreement, TUMI, for itself and as agent for Lugtrack, grants you a limited, non-exclusive and nontransferable license to use the Software in the normal operation of the Device. Title, ownership rights, and intellectual property rights in and to the Software remain in TUMI and Lugtrack. You acknowledge that the Software is the property of TUMI and Lugtrack and is protected under the United States of America copyright laws and international copyright treaties. You further acknowledge that the structure, organization, and code of the Software are valuable trade secrets of TUMI and Lugtrack and that the Software in source code form remains a valuable trade secret of TUMI and Lugtrack.

(c) You acknowledge and agree that the Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Software under this Agreement, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. TUMI and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Software, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

2. LICENSE RESTRICTIONS

You shall not:

(a) copy the Software, except as expressly permitted by this license for your own personal use;

(b) use the Device or Services for any commercial purpose without the prior written consent of TUMI;

(c) use the Device or Services in a manner that: (i) violates, exploits, or harms, or attempts to violate, exploit, or harm, the legal rights (including the rights of publicity and privacy) of any person or third party; (ii) promotes any illegal activity, or advocates, promotes or assists any unlawful act; (iii) causes annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any person or third party; (iv) stalks, harasses, intimidates, or harms any person or third party; (v) tracks any person or third party without their explicit consent; or (vi) could give rise to any civil or criminal liability under any applicable local, state, national or international laws, statutes, ordinances, rules, regulations or ethical codes governing your jurisdiction, including confidentiality, data protection, and intellectual property laws;

(d) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;

(e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

(f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Device or Software, including any copy thereof;

(g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time;

(h) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features

in or protecting the Software;

(i) use the Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; or

(j) export or re-export the Device or Software to any country in violation of the export control laws of the United States.

3. UPDATES

Lugtrack may from time to time in its sole discretion develop and provide software and firmware updates, which may include updates, enhancements, changes, modifications, additional functionality, upgrades, bug fixes, patches and error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that TUMI and Lugtrack have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. The Device will automatically download and install all available Updates. All Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement. You hereby consent to the foregoing and release TUMI and Lugtrack and their respective affiliates and partners from any and all liability arising from such action.

4. OTHER LICENSE AND PRODUCT LIMITATIONS

(a) Certain functions of the Device will only operate if an airtime agreement has been activated with the network service provider that has been contracted

separately to provide network service to End Users. Network service may initially be activated by paying an "Initial Network Activation Charge" during the initial purchase of the Device. The payment of the Initial Network Activation Charge will initialize network service for the Device for twelve (12) months. After the initial twelve (12) month network service period expires, network service will be deactivated and the Device will not function unless End User reactivates network service by paying a "Network Reactivation Charge." The Network Reactivation Charge is a payment separate and apart from the Initial Network Activation Charge. The reactivation procedure is described in the Quick Start Guide and User Manual.

The following terms and conditions will apply to the network service:

THE PURCHASE OF THE DEVICE DOES NOT CREATE A CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING NETWORK SERVICE PROVIDER. YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN TUMI OR LUGTRACK AND ANY THIRD PARTY FOR NETWORK SERVICE. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY TUMI OR LUGTRACK FOR THE NETWORK SERVICE DURING THE TWO-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TUMI AND LUGTRACK, THEIR PARTNERS AND/OR AFFILIATES, AND ANY THIRD

PARTY NETWORK SERVICE PROVIDER, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS AGREEMENT OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE DEVICE EXCEPT WHERE THE CLAIMS RESULT FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT.

YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER OR OTHER IDENTIFIER ASSIGNED TO THE DEVICE AND UNDERSTANDS THAT ANY SUCH IDENTIFIER CAN BE CHANGED FROM TIME TO TIME. YOU UNDERSTAND THAT TUMI AND LUGTRACK CANNOT GUARANTY THE SECURITY OF NETWORK TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

THE SERVICE IS FOR YOUR PERSONAL USE ONLY AND YOU MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.

YOU UNDERSTAND AND AGREE THAT THE NEITHER TUMI OR LUGTRACK, THEIR RESPECTIVE PARTNERS AND/OR AFFILIATES, THE NETWORK SERVICE PROVIDER, NOR ITS ROAMING PARTNERS GUARANTEES ANY END USER UNINTERRUPTED SERVICE OR COVERAGE. NEITHER TUMI, ITS PARTNERS AND/OR AFFILIATES, THE NETWORK SERVICE PROVIDER, NOR ITS ROAMING PARTNERS WARRANT THAT END USERS CAN OR WILL BE LOCATED USING THE SERVICE. TUMI AND LUGTRACK, THEIR PARTNERS AND/OR AFFILIATES, THE NETWORK SERVICE PROVIDER, AND ITS ROAMING PARTNERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL TUMI OR LUGTRACK, THEIR PARTNERS AND/OR AFFILIATES, THE NETWORK SERVICE PROVIDER, OR ITS ROAMING PARTNERS BE LIABLE, FOR ANY: (I) ACT OR OMISSION OF A THIRD PARTY INCLUDING, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; (II) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, FAILURES TO TRANSMIT, DELAYS, OR DEFECTS IN THE SERVICE PROVIDED BY OR THROUGH THE UNDERLYING NETWORK SERVICE PROVIDER; (III) DAMAGE OR INJURY CAUSED BY SUSPENSION OR TERMINATION OF THE SERVICES BY THE NETWORK SERVICE PROVIDER OR ITS ROAMING PARTNERS; OR (IV) DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911 OR ANY OTHER EMERGENCY SERVICE. TO THE FULL EXTENT ALLOWED BY LAW, YOU RELEASE, INDEMNIFY, AND HOLD TUMI, LUGTRACK, THEIR PARTNERS AND/OR AFFILIATES, THE NETWORK SERVICE PROVIDER, AND ITS ROAMING PARTNERS EACH HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF ANY PERSON OR ENTITY FOR DAMAGES OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, SERVICES PROVIDED BY THE UNDERLYING NETWORK SERVICE PROVIDER OR ANY PERSON'S USE THEREOF.

(b) Neither TUMI, Lugtrack, their partners and/or affiliates, the underlying network service provider, nor its roaming partners, guarantees network availability. Services may be subject to certain Device and compatibility limitations, including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas)

are subject to change without notice. Actual network speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints. In addition, Services that rely on location information, such as GPS and Device ID, depend on your Device's ability to acquire satellite signals (which may not be available indoors) and network coverage. Network coverage and satellite signals are dependent on a number of factors not within our control including weather, topographical changes, the presence of obstructions such as tall buildings, the functionality of various satellites, cell towers, clouds, and other factors. The Device performs inconsistently in dense urban areas. In addition, some areas may be equipped with cell phone inhibitors that interfere with all cellular communications. The Device will not work, and Services will not work, under such circumstances. GPS location readings are inherently subject to "bounce" which can affect accuracy in varying increments, on occasion in excess of 500 feet. You understand and agree to such technical limitations and expressly agree to indemnify and hold TUMI, Lugtrack, their partners, and its affiliates harmless from any and all injuries that result from the Device or Services not working, malfunctioning, or failing except as specifically provided herein.

(c) An Account Usage Limit ("AUL") is a temporary or permanent limit we place on the amount of data you can transmit or receive using your Device. We may suspend your Services without prior notice if your data usage reaches any applicable AUL. We may impose, modify reduce, or increase an AUL at any time upon notice to you. An AUL is for our benefit only and should not be relied on by you to manage usage. The initial AUL for your device is a maximum of 5MB data and twenty (20) messages per calendar month.

(d) In order to use the Services, you must register your Device and install the TUMI Global Locator Mobile Application (the "Locator App"). You acknowledge that when you download, install or use the Locator App, TUMI, Lugtrack, their respective partners, and/or their affiliates may use automatic means (including, for example, cookies and web beacons) to collect information about your mobile device and about your use of the Locator App. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Locator App or certain of its features or functionality, and the Locator App may provide you with opportunities to share information about yourself with others. All information collected through or in connection with this Locator App is subject to the Global Locator Privacy Policy, which is available at www.tumi.com/p/tumi-global-locator-014341D.

By downloading, installing, using, and providing information to or through the Locator App, you consent to all actions taken with respect to your information in compliance with Global Locator Privacy Policy. When registering your Device and installing the Locator App, all information about you must be accurate and truthful, and you may not use any aliases or other means to mask your true identity. All email accounts that are provided to TUMI or Lugtrack must belong to you and not any other person. You are responsible for the security of your password and will be solely liable for any use or unauthorized use under your user name. If you suspect any unauthorized use of your user name, you should change your password and/or contact TUMI immediately at 1.800.299.8864 or via email to service@tumi.com.

(e) The Device is intended for use as a location device. However, the Services are not a failsafe security system. The use of location tracking is not suitable for emergency situations and should not be relied upon during such times. TUMI,

Lugtrack, their respective partners, and/or affiliates are not liable for any reliance place by you on the Device being available for emergency situations. Also, the Device is not designed to be compatible with telecommunications accessibility features or services such as TTY, audio prompts, or similar features for those with certain disabilities.

(f) In the event that the Device is located within the property or control of a third-party, or you believe it to be within the property or control of a third-party, or you believe that the Device has been stolen, you should inform a member of local law enforcement for the matter to be investigated in accordance with local laws.

(g) Refunds and exchanges of the Device or Services are governed by TUMI's Return Policy, which may be found at: <http://www.tumi.com/s/returns>.

5. LOCATION BASED SERVICES/PRIVACY

WHEN TURNED ON, AND IRRESPECTIVE OF THE INSTALLATION OF ANY APPLICATION OR SOFTWARE ON YOUR MOBILE DEVICE, THE DEVICE IS CONSTANTLY COLLECTING AND TRANSMITTING GEO-LOCATION DATA TO TUMI, LUGTRACK, THEIR PARTNERS AND/OR AFFILIATES. The location based nature of the Device and the Services are an integral part of the operational aspect of the Device, and we must be permitted to communicate with your Device. This requires the collection, use, and sharing, or among other things, the precise coordinate data, including real time geographic location of your Device with our affiliates, partners, manufacturers, and network service providers.

You expressly agree by turning on and using the Device that you authorize TUMI and Lugtrack to collect, transmit, store, and use geo-location data to receive the benefits of the Device. You may, at any time, turn off your Device, which will cease all location tracking and transmission. If you turn off your Device, you will not be able to receive the benefit of the Device.

To learn more about our data collection and use practices, please read TUMI's Global Locator's Privacy Policy at: www.tumi.com/p/tumi-global-locator-014341D.

6. GEOGRAPHIC RESTRICTIONS

The Device is intended for use within the United States, and it is not intended to be used in any other territory on a permanent basis, although the Device may function on a roaming basis in some countries, subject to the conditions set forth in this Agreement. You acknowledge that you may not be able to access all or some of the Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you use the Device and/or Services from outside the United States, you explicitly accept that your information may be transferred to, stored, and processed in the United States where laws regarding processing of personal information may differ than the laws in your country. You are responsible for compliance with the laws of your jurisdiction. You agree not to use the Device or Services from a territory that is embargoed by the United States or from which it is illegal to receive products or services from the United States. You also agree to ensure that the Service is not accessed or used by persons on the United States Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

7. TERM AND TERMINATION.

(a) The term of this Agreement commences when you purchase the Device and will continue in effect until terminated by you or Company as set forth in this section.

(b) You may terminate this Agreement by returning the Device pursuant to TUMI's Return Policy, available at: <http://www.TUMI.com/s/returns>.

(c) TUMI may interrupt or terminate this Agreement or the Services at any time, at its sole discretion, and without notice, if it ceases to support the Device, Services, or Locator App, if the Device, Services, or Locator App are discontinued, or for any other reason, including but not limited to: (i) an emergency or security breach; (ii) any conduct that TUMI believes violates or breaches this Agreement; (iii) any conduct that TUMI believes violates any applicable local, state, national or international laws, statutes, ordinances, rules, regulations or ethical codes governing your jurisdiction, including client confidentiality, data protection, and intellectual property laws; (iv) if TUMI believes that the Device is stolen or being used by any person that is not you; (v) if you exceed an AUL; (vi) if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives; (vii) if we discover that you are under the age of eighteen; (viii) if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that is harmful to, interferes with, or may adversely affect our provision of the Services, interferes with the use or enjoyment of Services received by others, or infringes intellectual property rights; (ix) results in the publication of threatening or offensive material; (x) constitutes a security risk or a violation of privacy; (xi) if a Device is modified from its manufacturer specifications or altered mechanically in any way that is not intended by this Agreement; or (xii) if TUMI believes that the action protects its interests or the interests of other users of the Services.

(d) Upon termination: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of the Device, Service, and Locator App and delete all copies of the Locator App from your mobile device and account.

(e) You agree that TUMI will not be liable to you or to any third-party for any interruption, modification, suspension, or discontinuance of the Services. Termination of this Agreement or the Services shall not limit any of TUMI's rights or remedies at law or in equity.

8. DISCLAIMER OF WARRANTIES

THE DEVICE AND SOFTWARE ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS PARTNERS, AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE DEVICE AND SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE DEVICE OF SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, BE COMPLETELY SECURE, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, INCLUDING, WITHOUT LIMITATION THE CONTENT AND ANY ERRORS CONTAINED THAT ARE PROVIDED BY THIRD PARTIES.

TUMI AND LUGTRACK, ON THEIR OWN BEHALF AND ON BEHALF OF THEIR AFFILIATES AND ITS PARTNERS, DISCLAIM ALL LIABILITY FOR, OR WARRANTIES FROM, THIRD PARTY SERVICES OR PRODUCTS USED IN CONNECTION WITH THE DEVICE OR SERVICES, SUCH AS YOUR WIRELESS CARRIER OR APP STORE/PLATFORM PROVIDER OR DEVICE MANUFACTURER, AND FURTHER DISCLAIM ALL LIABILITY FOR, OR WARRANTIES IN CONNECTION WITH, ANY LOSS OR DAMAGE TO LUGGAGE OR OTHER CARRYING MATERIALS UTILIZING THE DEVICE, AS WELL AS THE CONTENTS OF ANY SUCH LUGGAGE OR OTHER CARRYING MATERIALS.

9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TUMI OR LUGTRACK OR THEIR AFFILIATES OR THEIR PARTNERS, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE DEVICE OR THE CONTENT AND SERVICES FOR:

(a) LOSS OF PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION, LUGGAGE OR OTHER CARRYING MATERIALS, AND THEIR CONTENTS;

(b) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; OR

(c) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE DEVICE OR SERVICES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If any part of these warranty disclaimers (Section 8) or limitations of liability (Section 9) is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for all liabilities, shall not exceed the greater of (1) the amount paid by you to purchase the Device from an authorized seller; or (2) one hundred dollars (\$100).

10. INDEMNIFICATION

You agree to indemnify, defend and hold harmless TUMI, Lugtrack, and their respective partners, officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to: (a) your misuse of the Device or Services; (b) your breach of this Agreement; or (c) a violation by you of any applicable law or regulation, or agreement or obligation to a third party.

11. EXPORT REGULATION

The Device and Software may be subject to United States export control laws, including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Device or Software to, or make the Device or Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law,

rule, or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Device and Software available outside the United States.

12. UNITED STATES GOVERNMENT RIGHTS

The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the United States Government or any contractor therefor, you receive only those rights with respect to the Software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

13. SEVERABILITY

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

14. GOVERNING LAW

This Agreement is governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule. You waive any and all objections to the exercise of jurisdiction over you by forums in New Jersey. Notwithstanding the arbitration section below, TUMI or Lugtrack may seek an injunction in a court of competent jurisdiction to the extent necessary to prevent any harm to any party

or liability to TUMI or Lugtrack.

15. LIMITATION OF TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DEVICE OR SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

TO THE EXTENT ALLOWED BY LAW, AND EXCEPT AS SET FORTH IN SECTION 14 ABOVE, WE EACH WAIVE ANY RIGHT INSTITUTE A LAWSUIT IN COURT AND TO TRIAL BEFORE A JUDGE OR JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

16. ARBITRATION

You hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning, or arising out of this Agreement, the Device, the Services (including any network service) and your usage of the Device. The arbitration will be conducted before a single arbitrator located in New Jersey. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph.

In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, TUMI or Lugtrack will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity

on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between you and us alone. Claims may not be joined on consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate a litigation or any other proceeding against TUMI or Lugtrack in violation of this paragraph, you agree to pay TUMI's and Lugtrack's reasonable costs and attorneys' fees incurred in connection with its enforcement of this paragraph.

17. ENTIRE AGREEMENT

This Agreement and our Global Locator Privacy Policy constitute the entire agreement among you, Lugtrack and TUMI with respect to the Device and Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Device and Services.

18. WAIVER

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

19. CHANGES TO THIS AGREEMENT

The provisions of this Agreement may be changed at any time without prior notice. We will make such changes by posting them on the TUMI site located at www.tumi.com/p/tumi-global-locator-014341D or otherwise informing you of such changes. You should check for such changes frequently. Your use of the Device or Services after such changes shall demonstrate your

acceptance of those changes.

20. CONTACT

Questions and requests regarding this Agreement may be directed to the postal address listed below, or at the following email address:
service@TUMI.com

Mailing Address:

TUMI, Inc.

ATTN: Licensing Department

US Corporate Headquarters

1001 Durham Avenue

South Plainfield, New Jersey 07080

UNITED STATES

