

Outdoorlink® License Agreement and Limited Warranty

This Outdoorlink® License Agreement and Limited Warranty (this “Agreement”) is incorporated by reference into each Outdoorlink® System Order Form (each, an “Order”) executed by a Customer (the “Customer”) purchasing a Outdoorlink® System (including Outdoorlink® Devices (as defined below) and related Services (as defined below)) from Outdoorlink, Inc., an Alabama corporation (“Outdoorlink”), and governs the Customer’s access and use of the Outdoorlink® Software and the Limited Warranty provided by OutdoorLink® with respect to the OutdoorLink® Software and the Outdoorlink® Device(s) purchased by the Customer. By executing an Order, Customer agrees to be bound by the terms of this Agreement. Terms not defined here shall have the meaning assigned in the Order. As used in this Agreement, the term “Outdoorlink® Devices” shall mean, collectively, all OutdoorLink® M2M cellular controllers, together with all related accessories, purchased by the Customer pursuant to the Order. As used in this Agreement, the term “Services” shall mean, collectively, all communication services provided to and through the Outdoorlink® Devices through the use of the Outdoorlink® Software, together with any related Services which Outdoorlink® may make available to the Customer through the Outdoorlink® Software from time to time.

SECTION 1. GRANT OF LICENSE; OWNERSHIP

1.1 License.

In consideration of Customer’s payment of the charges as set forth in the Order to Outdoorlink® devices, Outdoorlink® hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license during the Contract Commitment Term (a) to access and use the Outdoorlink® Software via the internet to operate the Outdoorlink® System and use the Services, in accordance with the terms of this Agreement; and (b) to use the documentation provided by Outdoorlink® in support thereof. Customer may not use, copy, further sublicense, or modify the Outdoorlink® Software except as expressly authorized by Outdoorlink® in writing. If Customer uses, copies, displays, or modifies the Outdoorlink® Software in any way not expressly authorized hereunder, this Agreement and Customer’s license to use the Outdoorlink® System shall automatically terminate. Services. During the Term set forth in the Order executed by the Customer, Outdoorlink® or its suppliers, providers, appointees, or agents, as applicable, shall provide to Customer the Services purchased pursuant to the Order. Outdoorlink, Inc may appoint and designate one or more suppliers, providers, appointees, or agents to fulfill its obligations to provide the Services to the Customer. Outdoorlink® is and shall be the exclusive provider of the Services required to operate and use the Outdoorlink® System. The OutdoorLink® activation of the Services for an Outdoorlink® System shall be conditioned upon the receipt by Outdoorlink® of the fully executed Order and registration and activation of such Outdoorlink® System using the Outdoorlink® Software.

1.2 No Alteration or Reverse-Engineering.

Customer agrees to respect, and not to remove, obliterate or cancel from view any copyright, trademark or confidentiality notice, mark, or legend appearing on any Outdoorlink® documentation, the Outdoorlink® Software or the output generated therefrom. Further, Customer agrees not to reverse assemble, engineer, or decompile the Outdoorlink® Devices or the Outdoorlink® Software, in whole or in part.

1.3 Ownership.

Except for title to the Outdoorlink® Devices purchased by Customer pursuant to the Order, all right, title and interest in and to the Outdoorlink® System (including all intellectual property rights in the Outdoorlink® System, the Outdoorlink® Devices and the Outdoorlink® Software) or other products produced and provided to Customer under the Order and this Agreement, and specifically including any improvements and derivative works made to or derived from such products, shall be the property of Outdoorlink®. Customer hereby assigns all of Customer’s right, title, and interest in and to such improvements or derivative works to Outdoorlink®.

1.4 Confidentiality.

Customer acknowledges and agrees that the Outdoorlink® System, the Outdoorlink® Devices and the Outdoorlink® Software constitute and contain valuable proprietary products and trade secrets of Outdoorlink® or its third-party vendors or suppliers, as applicable, embodying substantive creative efforts and confidential information, ideas, and expressions.

Accordingly, Customer agrees to treat (and to take precautions to ensure that its employees treat) the Outdoorlink® System, the Outdoorlink® Devices and the Outdoorlink® Software as confidential and not to use or disclose such confidential information to any third party while the License granted hereunder is in effect, and thereafter for so long as such confidential information and trade secrets shall be entitled to confidential treatment, as provided by law.

1.5 Termination.

Outdoorlink® may, at its option, terminate the License immediately if Customer fails to comply with the terms and conditions described herein.

SECTION 2. BILLING AND PAYMENT

2.1 Fees.

Customer agrees to pay to Outdoorlink® the Monthly fees for each Outdoorlink® System, plus any additional fees that may apply, according to the payment terms specified in the Order, beginning upon the activation and registration of such Outdoorlink® System using the Outdoorlink® Software.

2.2 Terms of Payment.

All monthly payments (as indicated in the Order) for Services provided to a Outdoorlink® System shall be due on the first day of each month, beginning on the first day of the first calendar month following the date of registration and activation of the Outdoorlink® System. All annual payments (as indicated in the Order) for Services provided to a Outdoorlink® System shall be due and payable in one lump sum on the first day of the first calendar month following the date of registration and activation of the Outdoorlink® System. Outdoorlink® may, at its option, suspend or terminate the Services, or a portion of the Services, as applicable, due to any non-payment by Customer.

2.3 Mandatory Upgrades.

Customer agrees that if updates in technology or other developments or requirements beyond the control of Outdoorlink® that require upgrades or replacements to the Outdoorlink® System to allow continued services pursuant to this Agreement, Customer authorizes Outdoorlink® to make such upgrades or replacements and Customer shall pay the Outdoorlink® actual cost of such upgrade or replacement.

SECTION 3. LIMITED WARRANTIES

3.1 Outdoorlink® Device Limited Warranty.

Outdoorlink® provides the Limited Warranty set forth below with respect to each Outdoorlink® Device, in lieu of all other warranties, express or implied, as to the products described herein.

(a) Outdoorlink® warrants that, subject to the limitations and conditions contained in this Limited Warranty, Outdoorlink® shall, at its option, replace or repair each Outdoorlink® Device that fails due to a manufacturing defect that renders it unusable for its intended purpose during the Limited Warranty Term. As used in this Agreement, "Limited Warranty Term" means the period beginning on the date the applicable Outdoorlink® Device is activated and ending on the date that is exactly one (1) year thereafter, unless a different Limited Warranty Term is agreed to by Outdoorlink® and expressly set forth in writing on the Order executed by Customer. Customer shall, upon discovering any manufacturing defect within the scope of this Limited Warranty, provide Prompt Notification (as defined below) of such defect to Outdoorlink®. Upon receiving Prompt Notification of such defect, Outdoorlink® shall confirm with Customer whether the defect is within the scope of this Limited Warranty. If Outdoorlink® determines that such defect is within the scope of this Limited Warranty, Outdoorlink® shall notify Customer, and Customer shall return the defective Outdoorlink® Device to Outdoorlink® for repair. This Limited Warranty shall be void and of no effect with respect to any Outdoorlink® Device that has not been stored, installed, maintained, and operated in accordance with good industry practice and according to the Outdoorlink® instructions and requirements unless Outdoorlink® is directly responsible for the improper storing, installation, maintenance, or operation of the Outdoorlink® Device. Any decision of whether a defective Outdoorlink® Device is to be repaired or replaced shall be made by Outdoorlink® in its sole and absolute discretion. Notwithstanding any provision in this Limited Warranty to the contrary, Outdoorlink® may engage one or more repair agents to fulfill its obligations under this Limited Warranty on behalf of Outdoorlink®, and if so elected by Outdoorlink®, Outdoorlink® Devices returned for repair shall be sent to the Outdoorlink® repair agent in accordance with the written instructions from Outdoorlink®.

“Prompt Notification” as used herein shall mean written notice provided to Outdoorlink® during the Limited Warranty Term and within thirty (30) days after discovery of the defect or failure in the Outdoorlink® Device by Customer. In the absence of a force majeure event, failure to provide “Prompt Notification” shall void any warranty provided by Outdoorlink® as to the defect in question.

(b) The Outdoorlink® Software is warranted by Outdoorlink® during the Limited Warranty Term to enable Customer the ability to: (i) remotely turn off and on components at each location where a device is installed; (ii) alter the times during which the components at such location turn on and off; (iii) receive notification of utility power failure/outage at such location; (iv) receive measurement of utility consumption at such Location; (v) receive notification of utility power restoration at such location; (vi) receive proof of performance of components at such location; and (vii) receive maintenance reports regarding the above from the date the Outdoorlink® Device is activated by Outdoorlink®, provided the Outdoorlink® Software is appropriately accessed and used by Customer. Customer’s sole and exclusive remedy for a breach of this Limited Warranty relating to the Outdoorlink® Software shall be the repair or replacement of the Software maintained on the Outdoorlink® (or its representative’s) servers by Outdoorlink®, or its representative, as applicable. Said decision whether the Software is to be repaired or replaced shall be in the sole and absolute discretion of Outdoorlink®. This Limited Warranty does not cover the failure of the Outdoorlink® Software to perform the listed Services due to a Force Majeure event, or the inability of Customer to access the Outdoorlink® Software or of Outdoorlink® to provide access to the Outdoorlink® Software due to a power outage, internet outage, inadequate internet connection or service, hacking, physical or electronic vandalism or any event beyond the control of Outdoorlink®, including the failure by the Outdoorlink® cellular service providers to provide cellular service adequate to operate the Outdoorlink® Device or the unavailability of adequate cellular coverage at the location at which the Outdoorlink® Device is installed through the Outdoorlink® cellular service provider’s networks. This Limited Warranty shall be void and of no effect with respect to any Outdoorlink® Device or Outdoorlink® Software that has not been stored, installed, maintained, and operated in accordance with good industry practice and according to the Outdoorlink® instructions and requirements, unless Outdoorlink® is responsible for the improper storage, installation, maintenance or operation of the Outdoorlink® Device or Outdoorlink® Software.

(e) The term “Force Majeure event” as used herein means an event beyond the control of the parties and includes, but is not limited to, fire, flood, tornado, hurricane, riot, strike, earthquake, snowstorm or lightning strike, or other violent and/or destructive natural event, epidemic, war (declared or undeclared), embargo, Governmental action or decree, an act of God, strike or labor disturbance or other delay in performance due to any contingency beyond a party’s control which prevents timely compliance.

(f) Outdoorlink® reserves the right to examine, or have others examine on behalf of Outdoorlink®, the Outdoorlink® Device claimed to be defective. This Limited Warranty shall not cover, extend or apply to defects, damages, deterioration or matters attributable to: (i) improper installation of the Outdoorlink® Device including the failure to install the Outdoorlink® Device in accordance with Outdoorlink® instructions, specifications and requirements, in either case by any party other than Outdoorlink® or its authorized representative; (ii) any change, modification or alteration of the Outdoorlink® Device made following delivery of the Outdoorlink® Device, which is not authorized by Outdoorlink® or made by Outdoorlink® or its authorized representative; (iii) installation of replacement parts of the wrong size or type, unless authorized or installed or replaced by Outdoorlink® or its authorized representative; (iv) misuse, abuse, alteration of a component of the Outdoorlink® Device, unless misused, abused or altered by Outdoorlink® or its authorized representative; and/or (v) computer hacking or the introduction of viruses or other malicious code into the Customer’s displays or into the Outdoorlink® Software. The effects of corrosion, erosion, normal wear and aging are specifically excluded from this Limited Warranty. In addition, the Limited Warranty will not apply if the Outdoorlink® Device is subjected to harsh environments, e.g., shock, radiation, vibration, extreme environmental exposure (including, but not limited to, salt water or ocean spray) or temperature, or if the equipment has been struck by lightning, submerged in water, or otherwise damaged or destroyed by an act of vandalism or a Force Majeure event.

(g) OUTDOORLINK® SHALL NOT BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES OR DAMAGES TO PERSON OR PROPERTY (INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES) ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE, MANUFACTURE, DELIVERY, REPAIR, REPLACEMENT, MAINTENANCE OR OPERATION OF THE OUTDOORLINK® DEVICE, OTHER THAN AS SPECIFICALLY AGREED HEREIN. IN ANY AND ALL EVENTS, THE ABSOLUTE LIMIT OF THE OUTDOORLINK® LIABILITY TO CUSTOMER SHALL BE THE REPLACEMENT COST OF THE OUTDOORLINK® DEVICE(S) AT ISSUE. SHOULD CUSTOMER SEEK TO RECOVER DAMAGES, COSTS OR OTHER REMEDIES IN

EXCESS OF SUCH AMOUNT, CUSTOMER SHALL REIMBURSE OUTDOORLINK® FOR ITS REASONABLE ATTORNEYS' FEES AND COSTS IN DEFENDING THE SAME.

(h) THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 Disclaimer of All Other Warranties.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE OUTDOORLINK® SYSTEM, THE OUTDOORLINK® DEVICES, THE SERVICES AND THE OUTDOORLINK® SOFTWARE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". OUTDOORLINK®, AND ITS AGENTS, CONTRACTORS, LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WITH RESPECT TO THE OUTDOORLINK® SYSTEM, THE OUTDOORLINK® DEVICES, THE SERVICES, AND THE OUTDOORLINK® SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE. OUTDOORLINK® AND ITS AGENTS, CONTRACTORS, LICENSORS, AND SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES OR THE OUTDOORLINK® SOFTWARE WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF CUSTOMER, NOR DO THEY GIVE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE OUTDOORLINK® SOFTWARE OR OUTDOORLINK® SERVICES. OUTDOORLINK® AND ITS AGENTS, CONTRACTORS, LICENSORS, AND SUPPLIERS MAKE NO WARRANTY THAT ANY WORK PRODUCT WILL BE ERROR FREE. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO CUSTOMER BY OUTDOORLINK®, OR ITS AGENTS, CONTRACTORS, LICENSORS, OR SUPPLIERS WILL CREATE A WARRANTY BY OUTDOORLINK® OR ITS AGENTS, CONTRACTORS, LICENSORS, OR SUPPLIERS OR INCREASE THE SCOPE OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, OUTDOORLINK® EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES THAT THE OUTDOORLINK® SYSTEM, THE OUTDOORLINK® DEVICES, THE OUTDOORLINK® SOFTWARE OR THE OUTDOORLINK® SERVICES WILL FUNCTION IN THE EVENT THE LOCATION IN WHICH THE OUTDOORLINK® DEVICE IS INSTALLED DOES NOT HAVE ADEQUATE CELLULAR RECEPTION THROUGH THE APPLICABLE CELLULAR SERVICE PROVIDER, OR THAT THE OUTDOORLINK® SOFTWARE PLATFORM SERVICE PROVIDERS AND/OR CELLULAR SERVICE PROVIDER FAIL TO PROVIDE ADEQUATE SERVICE TO OUTDOORLINK®.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS AND CONDITIONS. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

3.3 This Limited Warranty is to be construed and governed by the law of the State of Alabama. In the event of any conflict between this Limited Warranty and any other agreement between Outdoorlink®, and the Customer regarding the subject matter hereof, including, without limitation, the Order, this Limited Warranty shall control.

SECTION 4. LIMITATION OF LIABILITY

THE AMOUNT OF ANY LIABILITY OF OUTDOORLINK®, AND ITS OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, SUPPLIERS, AND/OR CONTRACTORS, FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES OR DAMAGES TO PERSON OR PROPERTY (INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES) ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE, MANUFACTURE, DELIVERY, REPAIR, REPLACEMENT, MAINTENANCE OR OPERATION OF THE OUTDOORLINK® DEVICES OR ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT OR THE ORDER, SHALL NOT EXCEED, IN THE AGGREGATE, THE REPLACEMENT COST OF THE OUTDOORLINK® DEVICE(S) AT ISSUE. IN NO EVENT, INCLUDING WITHOUT LIMITATION, BREACH OF THIS AGREEMENT, SHALL OUTDOORLINK®, ITS OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, SUPPLIERS, AND/OR CONTRACTORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE ALLEGED IN TORT, CONTRACT OR INDEMNITY, EVEN IF SUCH PERSON OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD CUSTOMER SEEK TO RECOVER DAMAGES, COSTS OR OTHER REMEDIES IN EXCESS OF SUCH AMOUNT, CUSTOMER SHALL REIMBURSE OUTDOORLINK® FOR ITS REASONABLE ATTORNEYS' FEES AND COSTS IN DEFENDING THE SAME.

SECTION 5. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Outdoorlink® from any and all liability and claims whatsoever for any injury to persons or property or for any loss, damage or expense incurred by any of Customer's employees, agents, customers or invitees or by any other person or party arising as a result of Customer's acquisition or use of the Outdoorlink® System, including each purchased Outdoorlink® Device, the Outdoorlink® Software, or the Services, unless the same was caused by or resulted from the gross negligence of Outdoorlink® or its respective agents or employees.

SECTION 6. MISCELLANEOUS

6.1 Governing Law; Venue.

With acknowledgment that the terms and conditions of this Section 6.1 have been expressly bargained for and are an essential part of this Agreement, the parties agree that the Order and this Agreement will be governed by and interpreted in accordance with the laws of the State of Alabama, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The parties hereby consent to personal jurisdiction in the federal and state courts located in Madison County, Alabama having competent jurisdiction over the subject matter of any disputes arising under this Agreement, including, without limitation, any dispute arising under the Limited Warranty, and the parties hereby agree that such courts shall be the exclusive venues for an action arising from, or relating to, the Order and this Agreement. The parties hereby waive any defense based on the convenience of such courts as forums for the adjudication of such disputes. Any litigation arising out of any such dispute shall be tried without a jury, and each party knowingly and voluntarily waives his/her/its right to trial by jury as to any dispute under this Agreement, including, without limitation, any dispute arising under the Limited Warranty.

6.2 Assignment.

Customer may not assign any of its rights nor delegate any of its obligations under the Order or this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior consent of Outdoorlink®. Any attempted transfer, assignment, or sublicense of the Order or this Agreement by the Customer without the prior written consent of Outdoorlink® shall be null and void ab initio. This Agreement will be binding upon and will inure to the benefit of Outdoorlink®, Customer, and their respective successors and permitted assigns.

6.3 Severability.

If any term or provision hereof should be held to be invalid, unenforceable, or illegal, such holding will not invalidate or render unenforceable any other provision hereof, and the remaining provisions will not be impaired thereby.

6.4 Notices.

Any written notice provided for herein to be given to Outdoorlink® by Customer shall be mailed or delivered to the address of Outdoorlink® stated on the Outdoorlink® website at www.outdoorlinkinc.com. Any notice to be given to Customer by Outdoorlink® shall be mailed or delivered to Customer's address stated on the Order, or to an address and/or person subsequently designated in writing by Customer to Outdoorlink®.

6.5 Amendment, Modification, and Waiver.

No amendment, modification or addendum to the Order or this Agreement will be effective unless reduced to a writing signed by duly authorized officers or representatives of each party. No term or provision hereof will be deemed waived, and no breach excused unless such waiver or consent is in writing and signed by an authorized officer of the party claimed to have waived or consented.

6.6 Taxes.

Each party shall be responsible for its respective present and future taxes, duties, tariffs, fees, and other charges, including, but not limited to, income, excise, import, purchase, sales, use, turnover, added value, consumption, gross receipts, gross wages, and similar assessments imposed upon the responsible party by any taxing authority because of the performance of the responsible Party's duties and responsibilities hereunder.

6.7 Survival.

The terms of the Order and this Agreement that would, by their nature, survive termination or expiration, including, without limitation, Section 1 (Grant of License; Ownership), Section 2 (Billing and Payment), Section 4 (Limitation of Liability), Section 5 (Indemnification), and this Section 6 (Miscellaneous), will survive any termination or expiration of this Agreement.

6.8 Force Majeure.

Except for the payment of monies due, either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party, including, without limitation, Internet access outages or the unanticipated suspension or cessation of service by an underlying service provider.

6.9 Customer Representations.

Customer represents that it has full power and authority to enter into the Order and this Agreement and to perform its obligations under the Order and this Agreement, and Customer's compliance with this Agreement will not violate any of its third-party agreements. Customer represents that it is purchasing the Outdoorlink® System for its own use, and not for resale.

6.10 Counterparts.

The Order may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document. All signatures of the parties may be transmitted by facsimile or electronic delivery, and each such facsimile signature or electronic delivery signature (including a pdf signature) will, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and be binding upon such Party.

6.11 Entire Agreement.

The Order and this Agreement, together with any exhibits, attachments and appendices which are incorporated herein by reference, constitute the entire agreement between the parties hereto concerning the matters covered herein and supersede all prior agreements and/or understandings, between the parties, whether written or oral, concerning the matters addressed herein. Each of the parties acknowledges that no other party, nor any agent or attorney of another party, has made any promise, representation, or warranty whatsoever, express or implied, and not contained herein, concerning the subject matter hereof to induce the party to execute or authorize the execution of an agreement to be bound by the Order and this Agreement, and acknowledges that the party has not executed or authorized the execution of this Agreement, in reliance upon any such promise, representation or warranty not contained herein.

6.12 Changes in Laws.

If, at any time any applicable federal, or any state, provincial, or local government, should adopt any statutes, regulations, orders, decrees or laws which make the operation of the Outdoorlink® System or the provision of the Services to Customer illegal or economically infeasible, as determined by Outdoorlink®, in its sole and absolute discretion, Outdoorlink® may terminate this Agreement immediately upon written notice to Customer, in which case Outdoorlink® shall refund to Customer the portion of any fees paid by Customer for Services to be provided following the date of such termination, which shall be prorated to the termination date, if applicable. The refund of such fees to Customer shall be Customer's sole remedy in the event of the termination of this Agreement pursuant to this Section 6.12.