Blind Spot Detection (BSD)

User Guide
DISCLAIMER & WARNINGS

Every effort has been made to ensure the accuracy of all information in this User Guide. However, Road-iQ makes no express or implied warranty or representation based on the enclosed information. Road-iQ reserves the right to alter the equipment specifications and descriptions in this publication without prior notice. Any errors or omissions may be reported to Technical Support at 800.783.8871.

Do not rely on the Road-iQ BSD system solely. The Road-iQ BSD system is not intended to be a replacement for safe and diligent driving.

The Road-iQ BSD system should be used only as a supplement to the standard vehicle mirrors and should not be relied on to guarantee that a vehicle is not located in a blind spot.

System Limitations:

The Road-iQ BSD system’s detection zone includes the one adjacent lane on either side of the vehicle from the mirror back to 10 feet behind the rear bumper.

The Road-iQ BSD system may have reduced accuracy when the vehicle equipped with the system is traveling less than 20 mph. Drivers should not rely upon the system when traveling below 20 mph.

The Road-iQ BSD system may not provide adequate warning for vehicles approaching at a large speed differential relative to the speed of your vehicle.

The Road-iQ BSD system does not adjust its detection zone when a trailer or vehicle is being towed.

Movement of the mirror heads may cause the system to become out of calibration and therefore unable to accurately detect vehicles. If the mirror heads are moved you must recalibrate immediately to ensure proper operation of the system. See the recalibration section for information on how to recalibrate your mirrors.

The Road-iQ BSD system does not detect narrow vehicles such as motorcycles or bicycles, people, pets, or other roadside features.

The Road-iQ BSD system may not function properly in inclement weather conditions such as fog, heavy rain, or snow.

The Road-iQ BSD system will not reliably operate when the camera lens is obstructed.

The Road-iQ BSD system has reduced accuracy when backing up. Drivers should not rely upon the system when backing up.

The Road-iQ BSD system may detect vehicles following your vehicle on sharp curves or roundabouts, resulting in false positives.

Compatible Mirrors

The Road-IQ BSD System may not be modified and any servicing or repair must be performed with Velvac authorized parts.
About

Road-IQ BSD is a smart camera based system which uses computer vision technology to achieve object detection. The software installed on the Road-IQ SmartHub has been trained to understand what probably is a motor vehicle. If the system detects a motor vehicle in the blind spot on one or both sides, then the icon in the respective mirror flat glass will illuminate to warn the user.

The purpose of this user guide is to familiarize you with your new Road-iQ BSD system. For additional information please visit https://www.road-iq.com/resources. Road-iQ safety software will automatically update periodically. This may result in updates to this document. For the most recent version of this document, please check https://www.road-iq.com/quickguides.
Limited Warranty Registration

**IMPORTANT:** You must register your system within 30 days of purchase to receive the benefits of the limited warranty for the system (found on pg. 23). **Failure to properly register will void the limited warranty, unless such warranty registration requirement is prohibited by applicable law.** Your system may from time to time receive free, automatic software updates of the latest safety software. For your protection, you should register your system to make sure you receive notifications when system updates are available or when an update requires attention. Available system updates will automatically install when your system is able to connect to WiFi or 4G (which may occur even if your system has not been registered). Follow the steps below to register your system:

1. **Registration**
   You can register online at https://my.road-iq.com/bsd_product_registration. You can also fill out and return the registration card included with your BSD system to PO Box 31295 Bellingham, WA 98228.

2. **Warranty**
   You will be asked to confirm that you have read and agree to our Limited Warranty (see pg. 24). If you do not complete the Limited Warranty registration, Road-iQ cannot ensure that you will receive safety updates and important service notices.

3. **End User License Agreement**
   You will be asked to confirm that you have read and agreed to our User Agreement. A copy of the User Agreement is included in this User Guide (see pg. 15). You can also reference the User agreement online at www.road-iq.com/terms. If you do not agree to the User Agreement, Road-iQ cannot ensure that you will receive safety updates and important service notices. See below note regarding failure to agree to User Agreement.

4. **Vehicle Information**
   You will be asked to enter your Vehicle Identification Number, make, model, and year.

5. **Personal Information**
   You will be asked for your personal contact information so you can get notifications about the latest software updates and available upgrades. There is no limit to the number of people that can register to receive updates. This information must be updated upon the resale of the vehicle to ensure the current owner always receives safety updates and important service notices.

**Note:**
If you do not register for warranty and agree to the User Agreement Road-iQ cannot guarantee reliable operation of the system.
**System Diagram**

**A. SmartHub**
Provides computer vision to process video from cameras in the left and right mirrors.

**B. Mirror Cameras**
Left and right mirrors have built-in cameras and in-glass indicator icons.

**C. 4G/WiFi Connectivity**
Wireless connectivity to ensure automatic safety updates via WiFi or cellular network (cellular safety updates require an optional data plan).

*Note:* The BSD system has an internal WiFi access point that is used for calibrating the system (see pg. 10-11). This access point does not provide internet access unless the hotspot upgrade is purchased for your BSD system.

**Getting Started**

1. **Turn Vehicle On**
   Turn the ignition to the on position.

2. **Wait for BSD Startup**
   When started for the first time the system *may take up to 30 seconds* to fully power up. During this time the system is doing a self check.

3. **Watch Indicator Lights**
   The system will notify you that it is operational by *lighting up both mirror icons for 3 to 20 seconds*.

**Pre-Drive Tips**

1. Ensure camera lenses are free of obstructions
2. Ensure that the mirror head is positioned properly (see recalibration section for direction)
How it Works

Detection Zone
The system detects vehicles in the blind spot zone which consists of one adjacent lane on either side of the vehicle and from the mirror back to 10 feet behind the rear bumper.

Note: The Road-IQ Blind Spot Detection System is trained to detect Department of Transportation (DOT) approved motor vehicles. The system will not detect motorcycles, pedestrians, bicyclists, or other objects.

Blind Spot Detection Will Detect:

Cars
Trucks

Blind Spot Detection Will NOT Detect:

Bicycles
Pedestrians
Narrow Vehicles
Pets

Note:
Always use the interior and exterior mirrors and when possible look over your shoulder when changing lanes. To help avoid injuries, NEVER use Road-IQ Blind Spot Detection as a replacement for using the interior and exterior mirrors or looking over your shoulder before changing lanes. BSD is not a replacement for careful driving.
How it Works

Safety Alerts

The BSD system will notify you of vehicles in your side blind spots via the mirror icons. When a vehicle is in your side blind spot zone the mirror icon will light. If your turn signal is on and a vehicle in your side blind spot zone the icon will flash on and off. Certain conditions can trigger false alerts and Blind Spot Detection is not meant as a replacement for normal safe driving practices.

**Limitations:**

Blind Spot Detection is not a replacement for careful driving. Conditions which may contribute to reduced accuracy include:

1. Ice, dirt, or other obstructions on the camera lens.
2. Inclement weather conditions such as fog, rain, or snow.
3. When the vehicle equipped with the system is traveling less than 20 mph.
How It Works
System Fault Alerts
The Blind Spot Detection system can detect when something has gone wrong and the system isn’t operating properly. This can be a temporary fault or a catastrophic failure which will require servicing. In both instances the BSD system will communicate to you if there is a failure that has rendered it inoperable. There are 2 different fault alerts, which are detailed below:

Fault Alert 1

The icons are continuously flashing
This alert indicates that there is a problem with your system that may require servicing. Try cleaning the lens or readjusting the mirrors (see recalibration section). If this doesn’t work contact customer support at 800.783.8871.

Fault Alert 2

The icons are continuously illuminated
This alert indicates that the system is not functioning, contact customer support at 800.783.8871.
How it Works

System Information Tags
Provided with your RV will be 2 different tags that contain QR codes and related system information. These codes are like bar codes that can be scanned by your smartphone/tablet. You will need these codes when recalibrating your mirrors. This information will also be required if any servicing of your BSD system is needed. Please see the diagrams for explanation and location of each QR code on the tags.

1. Manila Tag
This tag should be located in or around your vehicle’s dash. See the diagram to the right and description below for an explanation of each label.

A. SmartHub WiFi QR Code
Scan this QR code on your smart device to automatically connect to your SmartHub’s WiFi. Connecting to your Smarthub’s WiFi is required for recalibration.

B. System Validation QR Code
This QR code is for validating BSD system functionality and will be needed in the event that your BSD system needs servicing. This code should only be accessed by trained service personnel.

C. System and Vehicle Info
Contains vehicle and system configuration information.

D. BSD System Part Number
This label gives information related to the BSD kit part number.

https://www.road-iq.com/contact • 800.783.8871
2. Sticker Tag

This tag should be located in or around your vehicle’s dash. See the diagram to the right and description below for an explanation of each label.

A. BSD System Part Number
This label gives information related to the BSD kit part number.

B. SmartHub WiFi QR Code
Scan this QR code on your smart device to automatically connect to your SmartHub’s WiFi. Connecting to your SmartHub’s WiFi is required for recalibration.

C. System and Vehicle Info
Contains vehicle and system configuration information.

D. System Validation QR Code
This QR code is for validating BSD system functionality and will be needed in the event that your BSD system needs servicing. This code should only be accessed by trained service personnel.

E. Calibration QR Code
This label allows you to connect to the calibration tool (see recalibration process instruction).

Recalibration Process

The system has a built-in auto calibration feature which compensates for situations when the mirror sustains a minor bump resulting in a minimally shifted camera position.

However, if a mirror head is significantly moved the camera will need manual calibration for the BSD system to work correctly. BSD has a tool designed to assist with manual mirror calibration. See the following for instructions on how to use this tool.

Note:
It is important to note any shift in position of the mirrors as this may result in reduced accuracy of the system.

If your mirror has fixed, non adjustable mirror heads you will need to contact support at 800-783-8871 to resolve your issue.
Recalibration Process

Step 1: Connect to SmartHub WiFi

To connect to your SmartHub’s WiFi, scan the WiFi QR code on the manila tag (label A. as noted in pg. 9 diagram). The same qr code can also be found on the sticker tag (label B as noted in pg. 10 diagram). You can also use the network name/password typed out on the label to manually connect to your device.

Step 2: Connect to Calibration Tool

Using your mobile device, scan the below QR code to connect to the device calibration tool. You can also manually connect by opening any browser on a laptop or mobile device. On the address line of the browser type in: http://192.168.2.1/bsd to connect to the tool.

Note: If you do not have a QR reader on your phone you can download one via your phone’s app store.
Recalibration Process

Step 3: View Instructions
Once you have navigated to the page, tap ‘View Instructions’.

Step 4: Follow App Instructions
‘View Instructions’ will give you guidance on the calibration process. Tap ‘Close Instructions’ for a better view of the camera.
Recalibration Process

Step 5: Repeat Steps for Other Mirror Camera
Repeat the steps for the other camera.

Step 6: Support
For additional guidance tap the question mark in the upper right corner to contact support.

Customer Support
If there are any questions or concerns regarding your Road-IQ BSD System then please call 800.783.8871.
FAQ

Why are the icons in both of my mirrors always flashing?
The icons in both of your mirrors flashing for an extended period is a sign that there is a problem with your BSD system that needs servicing. Try cleaning the camera lenses located in the mirror as it is possible something is blocking the camera. If the lights remain illuminated contact support at 800.783.8871.

Why is the icon in one of my mirrors always flashing?
This indicates a problem with the camera connection between the mirror and the BSD system. Contact support at 800.783.8871.

Why are the icons in my mirrors always on?
The icons in your mirrors staying on is a sign that there is a problem with your BSD system that needs servicing. Please call customer support at 800.783.8871 for further direction.

Why does the icon randomly activate when there is no vehicle in my blind spot?
It is possible that the system will trigger an alert when there is no vehicle in your blind spot zone, occasional false positives are normal.

Why do the lights come on for 3 to 20 seconds when I start my vehicle?
This is normal behavior and is simply letting you know that your BSD system is operational and ready for use.

What happens when I am towing something?
The BSD System does not provide coverage for towed vehicles or trailers.

What happens when I am traveling less than 20 mph?
The BSD system may have reduced accuracy below 20 mph.

Can it be switched off?
The BSD system turns itself on when the vehicle ignition is on and off when the vehicle ignition is off.

Does it work at night?
The BSD system is designed to work at night and in low light conditions but may not detect vehicles that do not have legally required lighting.

Does it work in bad weather?
The BSD system is designed to work in a variety of poor weather conditions; however, severe weather may significantly diminish visibility and can limit vehicle detection. The BSD system should only be used as a supplement to safe driving.

How do I maintain this system?
Regular cleaning of the camera lens will ensure the system works to its best ability. When taking your vehicle in for regular maintenance the service center will inform you if there are any updates for the system.

What if my camera no longer functions?
Take the vehicle to the nearest service center for your model and request to have a new camera installed.

What are the user serviceable components?
Please contact customer service at 800.783.8871 for details.
User Agreement

By accessing these materials or using our product you agree to the terms of this agreement (“agreement”) between you and drive intellect corporation (doing business as Road-iQ) (“Road-iQ” “we”, “us” or “our”). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree to the terms of this agreement, you may not use the product and you may choose to promptly return the product for a refund of the product purchase price by contacting Road-iQ at the address in section 26 below.

This agreement governs your access and use of SmartHub™ platform, including associated hardware products, software and services (the “system”). This agreement requires you to arbitrate disputes, waives your right to a jury trial, and limits the manner in which you can seek relief – please read it carefully.

RECITALS

The System is an integrated hardware/software platform that includes cloud-based functionality hosted from our servers (or those of our hosting provider) and made available to users by means of the Internet. The System includes: (a) each hardware device that is installed in the vehicles you manage through the System (“Your Vehicles”) in connection with collecting, recording and processing information about the operation of such vehicles, including cameras, sensors, servers and modems (each, a “Product”); (b) software relating to the System, including software installed on or embedded within Products as well as apps that may be downloaded to your computer or mobile device (and any updates thereto) (each, “Software”); (c) the Road-IQ website located at www.road-iq.com and other websites associated with the System (each a “Site”), and (d) the services and functionality available through the Products, Software and Sites (collectively, the “Services”). A Product or other parts of the System may collect video, audio, GPS location and other data (“Product Data”) in connection with the use of Your Vehicles, including data about the passengers, drivers, operators or renters of such vehicles (each, a “User”). This Product Data may be collected using the cellular network of a third party telecommunications provider (such as Verizon Wireless®) (the “Cellular Provider”). We are willing to provide you with access to the System, subject to the terms and conditions hereof.

The parties agree as follows:

1. CHANGES TO THIS AGREEMENT: Road-iQ may from time to time modify the terms of this Agreement by giving notice to you (either online via the System or via email or other method permitted in this Agreement). Such notice may include posting a revised version of this Agreement on our website at https://www.road-iq.com/terms.html - please check that web page periodically for changes. If any modification affects you in a materially adverse manner, you may, as your sole remedy, terminate this Agreement in accordance with Section 10, and we will refund any unearned, prepaid, periodic usage Fees (for the purpose of clarity such Fees do not include the upfront cost of any Product). If you do not exercise your termination right you will be deemed to have accepted the modification and YOUR USE OF ANY PART OF THE SYSTEM AFTER MODIFIED TERMS ARE POSTED OR OTHER CHANGE NOTIFICATION IS GIVEN SIGNIFIES YOUR ACCEPTANCE OF THE CHANGED TERMS.

2. ACCESS TO SYSTEM: You will need to register and create an account to access the System (an “Account”). Your Account is intended for use only by you and your authorized Users. You are not allowed to disclose your account credentials to third parties or permit others to use your usernames/ passwords. You are responsible for maintaining the confidentiality of your usernames and passwords, and for all activities that occur under your Account. You must notify us immediately of any breach of
security or unauthorized use of your Account. You are responsible for furnishing, at your expense, any computer, networking, telecommunications and other equipment necessary for you and your Users to access the Internet and connect to the System (other than any cellular data connection for the Product provided under this Agreement). We will not be responsible for equipment or network outages or problems relating to your premises or infrastructure.

3. GRANT OF LICENSE: Subject to the terms of this Agreement, Road-IQ grants you a limited, non-exclusive, non-transferable license to access and use the System only in accordance with and for the purposes set forth in this Agreement, including applicable Service Terms (as defined in Section 7). Except as otherwise specifically provided herein, redistribution, retransmission, modification, framing, republication or commercial exploitation of the System or its contents are expressly prohibited without our written consent. You agree you will impose only that load on our servers that is necessary for your use of the System in the ordinary course as contemplated in this Agreement. You agree to use the System in accordance with any user manual provided by the System or included with a Product or Service (a “User Manual”), and you agree to abide by any warnings, notices and limitations set forth in such User Manual. You agree to use the System and Data only in the United States of America as permitted in this Agreement and applicable law.

4. HARDWARE AND VEHICLE USAGE: Your license to use Software embedded or installed on a Product (“Product Software”) only permits you to execute one copy of such Product Software, in executable form only, solely on the Product that you own or control and solely in conjunction with the ordinary use of the Product for Your Vehicle in which it is installed. We will have no responsibility to provide maintenance or support services with respect to Product Software except as expressly provided herein or as we otherwise agree in writing pursuant to a separate agreement. You will not attempt to use the Product in connection with vehicle travel outside the United States of America.

5. RECORDINGS AND COLLECTION OF DATA: All Product Data is collected “AS IS” and “AS AVAILABLE” and we cannot guarantee its accuracy or completeness. YOU AGREE TO PROVIDE ADEQUATE NOTICE REGARDING USE OF THE SYSTEM AND COLLECTION OF PRODUCT DATA TO ANY USER, DRIVER OR OCCUPANT OF YOUR VEHICLES (INCLUDING NOTICE REGARDING LOCATION TRACKING BY THE SYSTEM) OR YOU WILL DISABLE THE SYSTEM WHEN PERSONS ARE IN THE VEHICLE WHO HAVE NOT RECEIVED ADEQUATE NOTICE OR GIVEN CONSENT. You will not record or track the location of any individual in violation of applicable law and will only use the System and provide Product Data with the informed consent of all applicable Users and any occupants within Your Vehicles. To the maximum extent permitted by law, you will indemnify and hold Road-IQ and its affiliates and representatives harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney’s fees) (collectively “Losses”) arising from or relating to any breach by you of your obligations under this Section or related privacy claims.

6. RESTRICTIONS: You agree not to, and you will not permit others to, (a) license, sell, lease, assign, distribute, host, disclose, or otherwise commercially exploit or make available the System except as permitted herein; (b) use any part of the System or the Product Data or System Data (as defined in Section 17) (collectively, “Data”) in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (c) copy or use the System or Data for any illicit, improper or unlawful purpose or to harass, stalk or harm any person; (d) use the System to send or store infringing or unlawful material; (e) access the System or Data for the purpose of building a competitive product or service or copying its features, content or user interface, including by screen scraping; (f) attempt to bypass the security infrastructure used by the System or a Product; (g) infect or introduce any spyware or any other form malicious software into the System; (h) remove or alter any trademark, logo, copyright or other proprietary notices or legends in the System; (i) modify, make derivative works of, disassemble, reverse compile or reverse engineer
any part of the System (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact us and give us the opportunity to create such changes as are needed for interoperability purposes, and provided that the foregoing shall not be construed to prohibit you from configuring the System to the extent permitted by the System’s standard user interface); or (j) access or use the System by means of any interfacing program, script, automated program, electronic agent or “bot” except as authorized in writing by us.

7. ADDITIONAL SERVICES AND TERMS: When you use or sign up for certain Services you will also be subject to the limitations, restrictions and terms applicable to that Service of which you are notified, including user limits, data limits, and rollover options (collectively “Service Terms”). Service Terms established by us are hereby incorporated into this Agreement, and this Agreement will control to the extent of any conflict with such terms unless the Service Terms expressly state that they are overriding the conflicting term of this Agreement. You hereby agree to abide by all applicable Service Terms. Road-IQ shall be considered a third party beneficiary of any Service Terms established by a third party, and we shall be entitled to enforce such Service Terms against you as if such terms were part of this Agreement. Any violation by you of any Service Terms shall constitute a breach of this Agreement. In no event will any third party Service Terms modify or limit any of your obligations or liabilities to Road-IQ hereunder. If you submit payment card data, it may be submitted directly to the payment processing provider (and not to us) and any applicable terms imposed by such provider shall be considered Service Terms with respect to such data transfer and payment processing. If you download a Software app from an App Store, you are subject to any terms of use of that App Store (e.g., in the case of a SmartHub iOS App, the Apple® Licensed Application End User License Agreement terms constitute Service Terms for such Software app). The terms of use applicable to the Cellular Provider’s cellular network shall constitute Service Terms with respect to use of that network. YOU ACKNOWLEDGE AND AGREE THAT ROAD-IQ IS NOT A PARTY TO OR BOUND BY THE SERVICE TERMS OF ANY THIRD PARTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW SHALL NOT BE LIABLE FOR ANY VIOLATION OF SUCH SERVICE TERMS.

8. AVAILABILITY: Road-IQ will use commercially reasonable efforts to cause the System to be continually accessible to you, except for scheduled maintenance and required repairs, and except for any interruption due to any Force Majeure Event (as defined in Section 22). IN THE EVENT OF ANY INTERRUPTION IN OR INABILITY TO ACCESS TO THE SYSTEM, YOUR SOLE AND EXCLUSIVE REMEDY (AND OUR SOLE AND EXCLUSIVE LIABILITY THEREFOR) SHALL BE FOR ROAD-IQ TO USE COMMERCIAL REASONABLE EFFORTS TO RESUME ACCESS TO THE SYSTEM AS PROMPTLY AS PRACTICABLE, AND WE SHALL NOT HAVE ANY LIABILITY IN CONNECTION THEREWITH FOR ANY MONEY DAMAGES RESULTING FROM ANY SUCH CLAIMS. In no event will we have any responsibility for your inability to access a Service due to issues arising from the hardware, systems, environment or networks of you or third parties (including the Cellular Provider).

9. AUTOMATIC SOFTWARE UPDATES. Road-IQ may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the System or related Services (“Updates”). Updates may be automatically installed without providing any additional notice or receiving any additional consent from you; provided that if the System provides functionality that permits automatic Updates to be turned off then Updates may be delayed using such functionality. You acknowledge that you may be required to install certain Updates in order to continue to use a Product or the System following a change to the System. If you do not want Updates, your remedy is to terminate this Agreement (either in whole or in part if permitted hereunder and only certain Services are affected) or stop using the affected parts of the System.

10. TERM AND TERMINATION. This Agreement shall be effective as of the first date that you receive access to the System and shall renew on a month-to-month basis (each month a “Renewal Term”).
Either party may terminate this Agreement at any time by giving the other party thirty (30) days’ written notice (in the event of such a termination by us, we will repay any unearned Fees pre-paid by you). Either party may also terminate this Agreement if the other party materially breaches any provision of this Agreement and such breach remains uncured for twenty (20) days after notice thereof; The license granted in this Agreement with respect to Product Software shall continue for as long as you own the Product, unless this Agreement is terminated as provided hereunder. You may terminate this Agreement with respect to specific Product Software by ceasing to use the associated Product. Upon expiration or termination of this Agreement, the rights and license granted under this Agreement shall immediately cease, and you and your Users will immediately cease use of the System. Your access to Your Data (as defined in Section 12) via the System will terminate as of any such termination. We reserve the right in our discretion to delete any of Your Data beginning 30 days after termination of this Agreement, but may retain Your Data pursuant to the license granted in Section 14, subject to applicable law. The provisions of Sections 5, 6, 7, 12, 14, 15, 17, 18, 19, 20, 21, 24, 27, 28 and 29 and any other provisions contained herein which by their nature or effect are required or intended to be observed after termination of this Agreement will survive the termination and remain binding.

11. FEES: Fees may apply to some parts, functionality or versions of the System (“Fees”), including in connection with some additional Service Terms. If Fees apply then you will be presented with or otherwise notified of the schedule of applicable fees and rates (either online via the System or via email or other method permitted in this Agreement) (each, a “Fee Schedule” which are hereby incorporated herein). In the event of a conflict between the terms of this Agreement and the specific terms of a Fee Schedule, the terms of the Fee Schedule will control. If we notify you of an updated Fee Schedule, the updated version will become effective as the Fee Schedule as of the start of the next Renewal Term unless you terminate this Agreement prior to such renewal. Unless otherwise specified in a Fee Schedule, (a) billing cycles start at the first day of each month at 12:00:00 am, and end on the last day of each month at 11:59:59 pm; (b) unused data in a data plan will NOT be rolled over to the next month; (c) you will be responsible for paying applicable overage charges if you exceed your allotted data limit; (d) you will pay the full Fees for any selected data plan whether or not the entire allowance is used; and (e) if you use data outside the United States of America you will be responsible for paying applicable international fees and/or roaming fees that may result.

12. PAYMENT: You agree to pay any applicable Fees in U.S. dollars in accordance with the payment terms set forth in the Fee Schedule (or net 30 from date of our invoice if no payment terms are specified). Overdue invoices are subject to interest of 1.5% (or the maximum allowed by law, whichever is less) for each month or part of a month past due. If Fees remain unpaid more than 10 days after the applicable due date: (a) we will have the right to suspend your access to the System; and/or (b) treat such failure to pay as a material breach and/or seek legal remedies, including sending the unpaid amount to collections (you shall be responsible for paying all costs of collection, including any reasonable attorney fees). Fees do not include any sales, use, excise, import or export, value-added or similar tax or interest, and you will be responsible for paying any such amounts.

13. SUPPORT: We will provide a telephone number and/or email address to enable reporting of technical and operational issues with the System during the hours of 9:00 AM (CT) and 5:00 PM (CT), Monday through Friday, excluding days designated as holidays observed by us. Contact information for support is available at www.road-iq.com.

14. YOUR DATA: You are solely responsible for the data, video, information and other content that you or your Users upload, publish, display, stream, link to or otherwise make available on or to the System, including Product Data associated with Your Vehicles (collectively, “Your Data”). You represent and warrant that (a) you have proper right and authorization to provide, distribute and use Your Data and to authorize Road-IQ and users of the System to use Your Data as necessary to operate the System; (b)
you have the authority or have obtained the necessary permission to record and transmit Your Data for use with the System as described and contemplated in this Agreement, including the permission of individuals depicted or described in Your Data; (c) Your Data does not violate any applicable law, regulation, proprietary right or custom; and (d) Your Data is not infringing, defamatory, obscene, pornographic, threatening, harassing, abusive, illegal or otherwise improper. Road-IQ will assist law-enforcement officials investigating illegal activity or violations of this Agreement. You will retain ownership of Your Data as input into the System. You should retain copies of Your Data for backup and archival purposes. You hereby grant Road-IQ the irrevocable, perpetual, non-exclusive right to use, disclose and distribute Your Data in connection with the operation of the System and to use and disclose Your Data in accordance with Section 15. You represent and warrant that you have the authority to grant the foregoing license to us.

15. DATA USE AND PRIVACY POLICY: “Personal Data” means any of Your Data that can be used to identify a specific individual. “Anonymized Data” means data, including Your Data, that is in an anonymous or de-identified form that does not specifically identify you, including data that has been aggregated from multiple sources as well as indicators, metrics, analytics or scores based on such aggregated data. Anonymized Data may identify a data source by category or industry classification at a level that does not enable you to be determined as the source. Personal Data is subject to Road-IQ’s Privacy Policy (found at www.road-iq.com/privacy). You agree that Road-IQ may freely use Anonymized Data or statistical data relating to the System or its usage for its own business purposes (including for analysis, marketing, product improvement or promotional purposes) and may provide Anonymized Data to third parties for such purposes, without any compensation to you, and you hereby grant us any necessary rights to do so. Road-IQ reserves the right to disclose without notice to you any information in our possession if we believe we are required to do so by law, to protect or defend our rights or property, or to respond to an emergency. You understand and agree that Your Data, including Personal Data, provided in connection with the System may be transferred across national boundaries and may be stored and processed in any of the countries in which Road-IQ or its service providers maintain operations, including, without limitation, the United States of America and Canada, and you consent to the transfer of Your Data to such jurisdictions. In the event Road-IQ or its assets are sold, merged or otherwise involved in a corporate transaction, we may transfer Your Data to our successor without your consent.

16. DATA SECURITY: We will take commercially reasonable precautions to prevent the loss of or alteration to Your Data stored in the System. In addition, we will establish and follow commercially reasonable security measures designed to prevent unauthorized access to such data, and maintain appropriate security measures to protect such data consistent with applicable federal and state laws and industry standards. However we are not responsible for any third party networks or systems over which Your Data is transmitted including Wi-Fi or cellular networks operated by the Cellular Provider or other carriers. We cannot guarantee that unauthorized third parties will never be able to defeat our security measures or to use Your Data or personal information for improper purposes. If we become aware of a security breach involving Personal Data on our systems, Road-IQ will make all legally required disclosures, consistent with our ability to determine the scope of the breach, our need to restore the integrity of the System, and the needs of law enforcement.

17. RIGHTS IN SYSTEM: “System Data” means the content, data, information, analysis and output provided by the System, but does not include Your Data as provided by you and your Users. You acknowledge that System Data (which excludes Your Data contained therein) is proprietary to us, and you agree not to use or disclose it except as expressly permitted in this Agreement. Title to and ownership of the System (and related documentation), System Data, any materials or other derivative work based on or derived therefrom or improvements thereto, and all copyrights and
associated intellectual property rights, shall belong to Road-IQ or its affiliates. Software, including Product Software, and all copies thereof, is licensed to you, not sold, under this Agreement. There are no implied licenses in this Agreement. You acknowledge that the code, documentation, designs, technical info and other materials related to the System that are made available to you (“System Materials”), contain trade secrets of Road-IQ. You agree to take measures to protect the confidentiality of the System Materials that, in the aggregate, are no less protective than those measures you use to protect the confidentiality of your own confidential information (in no event, less than commercially reasonable measures). You agree not to disclose the System Materials to anyone other than your Users and personnel who have a legitimate need to know such information in accordance with the license granted in this Agreement. You agree to use the System Materials only in connection with your use of the System as authorized herein.

18. FEEDBACK: You hereby grant us an unrestricted, perpetual, irrevocable, transferable license to use any all suggestions or feedback provided by you with respect to the System (“Feedback”). Road-IQ shall be entitled to use, copy, modify, publish, or redistribute such Feedback for any purpose and in any way without any compensation or obligation to you.

19. DISCLAIMERS:
   (a) You acknowledge that the System may use push notifications to send certain alerts or notices. ROAD-IQ SHALL NOT BE LIABLE FOR THE TRANSMISSION OF, OR ERRORS OR FAILURES IN TRANSMISSION OF, ANY PUSH NOTIFICATION OR ALERT, INCLUDING ANY LIABILITY FOR ANY UNWANTED, MISSED OR IGNORED PUSH NOTIFICATIONS OR ALERTS.
   (b) A Product that you purchase is covered by any written limited warranty provided at the time of purchase (“Limited Warranty”) subject to the conditions and terms specified in the Limited Warranty. Your sole remedy under the Limited Warranty shall be repair, replacement or refund as provided therein. EXCEPT FOR THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SYSTEM AND DATA ON AN “AS-IS” AND “AS AVAILABLE” BASIS “WITH ALL FAULTS,” AND WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SYSTEM OR DATA. WE MAKE NO WARRANTY THAT ANY PART OF THE SYSTEM WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE. USE OF THE SYSTEM AND DATA IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND WE DISCLAIM) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR VEHICLES OR ANY PRODUCT, COMPUTER, OR MOBILE DEVICE, RESULTING FROM YOUR USE OF THE SYSTEM OR DATA. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE LIMITED IN DURATION TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY (OR TO 30 DAYS FROM THE DATE OF FIRST ACCESS TO THE SYSTEM IF NO LIMITED WARRANTY APPLIES). SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

20. LIMITATIONS OF LIABILITY:
   (a) Nothing in this Agreement including this Section 20 shall attempt to exclude liability that cannot be excluded under applicable law. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) ROAD-IQ AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING
FROM OR RELATING TO THE SYSTEM OR DATA, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) ROAD-IQ’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SYSTEM AND DATA, WHETHER IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO US OR OUR AUTHORIZED RESELLER FOR THE PART OF THE SYSTEM AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. WE DISCLAIM ALL LIABILITY OF ANY KIND ARISING FROM THE ACTS OR OMISSIONS OF OUR LICENSORS, RESELLERS, PARTNERS, AND SUPPLIERS (INCLUDING THE CELLULAR PROVIDER) OR THEIR SYSTEMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER RIGHTS, SO THE FOREGOING PROVISIONS OF THIS AGREEMENT MAY NOT APPLY TO YOU. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

(b) YOU ACKNOWLEDGE THAT THE SYSTEM IS NOT INTENDED AS A REPLACEMENT FOR SAFE, CAREFUL AND DILIGENT DRIVING. YOU FURTHER ACKNOWLEDGE THAT THE SYSTEM MAY OCCASIONALLY MIS-IDENTIFY OR FAIL TO IDENTIFY A MOTOR VEHICLE, WHICH IS WHY YOU ACKNOWLEDGE THE NEED TO DRIVE SAFELY AND CAREFULLY AT ALL TIMES. ROAD-IQ IS NOT RESPONSIBLE FOR INATTENTIVE DRIVING HABITS DUE TO THE USE OF THE PRODUCT OR SYSTEM, AND YOU RELEASE, INDEMNIFY AND HOLD US HARMLESS FROM ANY CLAIMS OR LOSSES ARISING FROM YOUR DRIVING OR OPERATION OF ANY VEHICLE. You understand and acknowledge that the System will not dispatch emergency authorities in the event of an emergency.

(c) The Sites and System may contain links to third party websites, systems and services which are the sole responsibility of such independent third parties, and use thereof is solely at your own risk. WE HAVE NO CONTROL OVER THE CONTENT OR PRIVACY POLICIES OF THIRD PARTY WEBSITES, SYSTEMS OR SERVICES, AND WE ARE NOT RESPONSIBLE FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) THE CONTENTS, OPERATION OR RELIABILITY OF ANY SUCH SITES, SYSTEMS OR SERVICES OR THEIR USE OF YOUR DATA.

21. INDEMNITY:

(a) To the maximum extent permitted by law, in addition to the other indemnities provided in this Agreement, you agree to indemnify, defend and hold harmless Road-IQ and its affiliates, providers and representatives and their personnel, officers, directors from any claims relating to: (1) your Account; (2) Your Data; (3) your Users; (4) your breach of this Agreement or of your obligations under this Agreement, including Section 5; (5) your reliance on, use of, or misuse of, or inability to use any part of the System or Data; (6) your failure to follow any warning, notice or limitation in a User Manual, (7) your violation of any applicable law or regulation or of any rights of another person or entity; (8) your negligence, acts or omissions, or (9) any liability disclaimed by us in this Agreement or a User Manual. You agree to hold us and our affiliates, providers and representatives harmless from any Losses incurred in connection with the foregoing claims.

(b) Except to the extent you have agreed to indemnify Road-IQ under Section 21(a), Road-IQ shall indemnify, defend and hold harmless you and your affiliates and representatives and their personnel, officers, directors from any third party claims (and related Losses) that the System infringes any copyright, patent, trademark, trade secret or other intellectual property right of any third party (an “Infringement Claim”); provided, however, that we will have no such indemnification obligation to the extent that any Infringement Claim is based on or related to (a) Your Data, (b) use of the System in a manner not specified in relevant documentation or in violation of this Agreement, or (c) the combination of the System with other programs, software, data, hardware, services or materials not provided or approved by us. If your use of the System is enjoined by reason of an Infringement
Claim, Road-IQ’s sole obligation shall be to either (i) procure the right for you to continue using the System, or (ii) replace or modify the components of the System subject to the claim with non-infringing components of substantially equivalent functionality, and if neither (i) nor (ii) are available on a commercially reasonable basis, we will refund any unearned, prepaid Fees, and this Agreement shall terminate without any further liability of Road-IQ. The foregoing states the entire liability of Road-IQ with respect to any Infringement Claim, and you hereby expressly waive any other liabilities.

(c) A party seeking indemnification (an “Indemnified Party”) will promptly notify the other party (the “Indemnifying Party”) upon the assertion of any claim that is or may be covered by the indemnities in this Agreement; provided, that an Indemnifying Party will not be relieved of its indemnity obligations for the Indemnified Party’s failure to notify unless it can demonstrate that it was substantially prejudiced by such failure. The Indemnifying Party shall have the authority to assume the sole defense through its own counsel of any matter for which it acknowledges its indemnification obligations hereunder and to compromise or settle any suits so far as such suits may be compromised or settled without prejudice to any rights or interests of the Indemnified Party. The Indemnified Party shall cooperate with the Indemnifying Party in such defense in all reasonable respects, at no cost to the Indemnified Party, provided that the Indemnified Party may be represented by and actively participate through its own counsel in any suit or proceeding being controlled by the Indemnified Party at the Indemnified Party’s expense. We reserve the right, at our expense, to assume the defense and control of any matter subject to indemnification by you.

22. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance (other than payment obligations) resulting from acts or circumstances beyond the control of such party, including without limitation acts of God, strikes or other labor disputes, riots, acts of war, malfunction of portions of the Internet or another third party network, governmental regulations promulgated after the effective date of this Agreement, communication line, power or equipment failures, fires or other disasters, and acts of third parties, including hackers (each a “Force Majeure Event”); provided that such party uses commercially reasonable efforts to, as soon as reasonably practicable, mitigate and correct such failure or delay in performance.

23. EXPORT COMPLIANCE: The System and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, import or otherwise access the System from foreign countries, as may be required.

24. GOVERNING LAW & ARBITRATION: PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH ROAD-IQ AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. To the fullest extent permitted by law, this Agreement, and any claim, dispute, action, cause of action, issue, or request for relief relating to this Agreement, the System or Data, will be (a) governed by the laws of Delaware, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction; and (b) will be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), rather than in court (except that you may assert claims in small claims court if your claims qualify, and you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights). The Federal Arbitration Act and federal arbitration law apply to the enforcement of this agreement to arbitrate. TO THE FULLEST EXTENT PERMITTED BY LAW WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. If for any reason a claim proceeds in court (other than small claims court) rather than in arbitration we each waive any right to a jury trial and irrevocably
consent to the exclusive jurisdiction of the courts located in Wisconsin in connection with any such action.

25. ASSIGNMENT: In connection with your authorized sale or transfer of one of Your Vehicles you may assign this Agreement in part with respect to the specific Product installed in the transferred vehicle (and related Product Software), and you agree to notify any new owner of Your Vehicle of the existence and terms of this Agreement and its applicability to the transferee. Except for the foregoing, neither the rights nor the obligations arising under this Agreement are assignable by you, and any such attempted assignment shall be void and without effect. Road-IQ may assign, delegate or transfer its rights and obligations under this Agreement to another party that has the appropriate means for fulfilling such rights or obligations without prior written notice to, or consent of, you. Subject to the foregoing, this Agreement shall bind each party and its permitted successors and assigns.

26. NOTICES: Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, transmitted via e-mail, or mailed by certified mail (postage prepaid, return receipt requested), and addressed (a) to us at org@road-iq.com or PO Box 31295, Bellingham, WA 98228; or (b) to you using the contact information that you have supplied to us in connection with your Account or use of the System. In addition, we may provide notice to you electronically via the System or by posting the notice on our website at www.road-iq.com – please check our website periodically for notices.

27. FOR U.S. GOVERNMENT END USERS: Software, including Product Software, is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software is provided to U.S. Government End Users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

28. SEVERABILITY AND WAIVER: If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. All waivers by Road-IQ will be effective only if in writing. Any waiver or failure by Road-IQ to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

29. GENERAL: The parties are independent contractors. This Agreement shall not cause the parties to be principal and agent, partners, joint venturers, or employer and employee. You acknowledge that the System contains valuable trade secrets and proprietary information of Road-IQ, that any actual or threatened breach of Section 3 or 6 of this Agreement will constitute immediate, irreparable harm to us for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. No amendment to this Agreement will be valid unless it is in writing signed by the parties. This Agreement and its incorporated documents constitutes the entire, full and complete agreement between the parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and this Agreement prevails over any conflicting or additional terms of any quote, order, purchase order, acknowledgment, or other communication between the parties relating to its subject matter.
**Limited Warranty**

Subject to the terms and conditions below, Drive Intellect Corporation (doing business as Road-IQ) ("Road-iQ") warrants this product to be free from defects in material and workmanship. This limited warranty runs for one year from the date of original purchase of a new product. To obtain warranty service, please contact Road-iQ Customer Service at 800.783.8871. The original purchaser of the product must present the original bill of sale. The defective parts will be repaired, replaced or reimbursed at Road-iQ’s option without charge, subject to the terms and conditions described above. Credit or replacement of defective parts is the exclusive remedy for products found to be defective under this limited warranty. All decisions made by Road-IQ regarding this limited warranty are final. Components that are repaired or replaced by Road-IQ are warranted through the remainder of the original warranty period only. This limited warranty is available to the original purchaser only and immediately terminates if a product is sold or otherwise transferred to a new owner.

[You must register within 30 days of purchase of the product to receive the benefits of this limited warranty. You may register by completing and mailing the Warranty Registration Form included with the product or online at https://my.road-iq.com/bsd_product_registration. No verification of registration will be sent for mailed forms. FAILURE TO PROPERLY REGISTER WILL VOID THIS LIMITED WARRANTY. In jurisdictions where warranty terms conditioned on registration are prohibited by law, registration is not required and the limited warranty period will apply.]

This warranty does not cover charges for installation, labor, travel, consequential damage, loss of time, replacement transportation, or any incidental charges. Broken mirror glass is not warrantable. This limited warranty does not apply to any product which has been improperly assembled, installed or maintained, subjected to misuse, accident, abuse, or act of God (such as a flood), or which has been altered or repaired in any way by anyone other than Road-IQ or its authorized partners.

*Any implied warranty of merchantability or fitness for a particular purpose is limited in duration to the duration of this limited warranty. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. To the maximum extent permitted by law, Road-IQ’s total liability to you arising out of or in connection with this limited warranty, from the product, or from the use of or inability to use the product, is limited to the repair, replacement or refund of the price of the product, and Road-IQ will not be liable for any incidental, special, exemplary, or consequential damages, including loss of data or profits, whether any liability or claim is based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Road-IQ has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.*