



DEEP TREKKER ADVANTAGE PROGRAM

FEATURES	BRONZE	SILVER	GOLD
Warranty - Parts	1 YEAR	3 YEARS	3 YEARS
Warranty – Factory Labour	1 YEAR	3 YEARS	3 YEARS
Online Support (Skype, Email, Website Chat)	✓	✓	✓
Phone Support	✓	✓	✓
Express Shipping (see terms)	✓	✓	✓
Customs Documentation (see terms)	✓	✓	✓
Service Parts Kit	X	✓	✓
Loaner System Availability (see terms)	X	✓	✓
Loaner System Buyout Option	X	✓	✓
System Replacement after 3 Years (see terms)	X	X	✓
Advantage Program Payment	INCLUDED	MONTHLY OR UP-FRONT	MONTHLY OR UP-FRONT
On Site Training Discount	X	25%	50%

BENEFITS OF THE SILVER AND GOLD DEEP TREKKER ADVANTAGE PROGRAM

- Protection of your hardware investment
- Least expensive service option over life of product
- Security: the peace of mind of not having any unexpected repair costs
- Protection against future price increases
- Fixed and predictable costs for all system repairs and support
- Dedicated Loaner System ensuring quick availability

The Bronze, Silver and Gold support levels all cover telephone and online troubleshooting, parts, factory labour and shipping costs (where applicable) for a period of 3 years commencing on the original ship date (the “Program Term”).

With Silver and Gold support levels, a dedicated loaner system is at the ready for you in the event of technical difficulties. When a new system is purchased from Deep Trekker with the Silver or Gold package, we build a second identical system for you on a loaner basis and have it ready to ship out at any time. When the damaged part is returned to us, it is repaired and placed on standby again for you. This ensures that the loaner systems being sent were new or only previously used by you.

At any given moment, if an issue does arise, you will be assured that there is minimal down time; with other robotics manufacturers you may be stuck waiting in line for repairs to be completed.

With the Silver or Gold package, you skip the line and gain the benefits of owning two vehicles, without paying the cost of two. If at the end of the Program Term you wish to buy your dedicated loaner system, you can do so at a rate of 50% of the original purchase price.

The Gold package is the top support level which includes all of the previously mentioned features in addition to a brand new comparable system at the end of the Program Term. This helps you keep up to date with our latest tech and a low monthly cost. You also have the option of a buyout on the original unit at a rate of 50% of the original vehicle purchase price.

Deep Trekker Advantage Program Terms

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED BY THE DEEP TREKKER ADVANTAGE PROGRAM, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. THESE TERMS AND CONDITIONS (THE "AGREEMENT") WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED PURCHASE AGREEMENT BETWEEN YOU AND DEEP TREKKER INC (INCLUDING WITHOUT LIMITATION, DEEP TREKKER'S STANDARD CUSTOMER PURCHASE AGREEMENT) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, DEEP TREKKER'S STANDARD INVOICE TERMS AND CONDITIONS OF SALE. IF THERE IS ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND THE APPLICABLE PURCHASE AGREEMENT OR DEEP TREKKER'S STANDARD INVOICE TERMS AND CONDITIONS OF SALE, THEN THE TERMS OF THE APPLICABLE PURCHASE AGREEMENT OR THE STANDARD INVOICE TERMS AND CONDITIONS OF SALE SHALL PREVAIL. THIS AGREEMENT IS BETWEEN YOU AND DEEP TREKKER INC., A CANADIAN CORPORATION ("DEEP TREKKER", "OUR" OR "WE"). ALL CAPITALIZED TERMS AND CONDITIONS NOT DEFINED HEREIN SHALL HAVE THE MEANING SPECIFIED IN THE AFOREMENTIONED SIGNED PURCHASE AGREEMENT OR DEEP TREKKER'S STANDARD INVOICE TERMS AND CONDITIONS. THIS AGREEMENT IS TERMINATED AFTER THREE (3) YEARS FROM DATE OF ORIGINAL SHIP DATE AND CAN ONLY BE EXTENDED IF THE DEEP TREKKER ADVANTAGE PROGRAM IS OFFERED AT THAT TIME AND WITH THE CONSENT OF DEEP TREKKER. THIS AGREEMENT IS TERMINATED WITHOUT REFUND IF CANCELLED BY YOU OR PAYMENTS ARE IN DEFAULT PAST THREE (3) MONTHS.

1. Products Covered ("Covered Product"):

When we refer to "System(s)" in this Agreement, we mean Deep Trekker-branded and manufactured hardware that is sold as new, in a standard configuration at the time of purchase for the following equipment: Deep Trekker DTG2, DTX2, DT340, DT640, DTPod, DT320 systems and certain Deep Trekker-branded peripherals as designated by Deep Trekker. Excluded from this Agreement is software and various additional third-party items sold through Deep Trekker Inc. or reseller partners. Third-party products are subject to the warranties provided by their respective manufacturers

2. Scope of Services:

a. Parts Delivery Service. Deep Trekker will provide on an exchange basis replacement parts for Deep Trekker Systems covered under this Agreement when a part in a warranty covered System requires replacement. You must report each instance of System failure to Deep Trekker technical support in advance to obtain Deep Trekker's concurrence that a part should be replaced and to have Deep Trekker ship the replacement part. Deep Trekker will ship parts using express delivery, shipping prepaid. Deep Trekker will include a prepaid shipping container with each part for Your use in returning the replaced part to Deep Trekker if requested. Spare parts provided under this Agreement may be new, used or reconditioned. Deep Trekker may provide spare parts made by various manufacturers when supplying parts to You. The Deep Trekker Advantage Program does not cover damage due to external causes, including accident, theft, loss, problems with electrical power, servicing by untrained people or not in accordance with Deep Trekker's procedures, abuse and misuse. The service excludes any local tax, brokerage or duties applied to shipments. The shipping costs covered are limited to the location of original shipment, however alternate shipping locations are acceptable if pre-approved by Deep Trekker Inc. in writing. Deep Trekker reserves the right charge any increased shipping costs to approved alternate locations. Shipping service cannot be covered if the local courier refuses to transport goods. Loaner systems will aim to ship out within 2 business days of the request, but not guaranteed. Loaner systems shipment if urgent will be express service, but transit time is not guaranteed.

b. Return-to-Depot Parts and Labor and Support Service. If it is determined **[by Deep Trekker]** that your System requires Return-to-Depot Service, return shipping labels will be sent to you via email, and you will be requested to phone to have a carrier dispatched to your site to pick up your System and return it to Deep Trekker with shipping charges prepaid. Your System will be repaired or replaced and delivered to the carrier for return shipping to you using express delivery, generally within one (2) weeks after receipt of the System at the repair facility. If non-Deep Trekker options added to your System are found to be the cause of your reported problem, a service charge may be applied. Deep Trekker reserves the right to send you a whole replacement for the System or a replacement for portions of the System rather than repairing and returning the System that you sent for repair. The Return-to-Depot Parts and Labor Service does not cover damage due to external causes, including accident, problems with electrical power, servicing by untrained people or not in accordance with Deep Trekker's procedures, abuse and misuse. Warranty on replaced parts is extended to the Program Term, however the details and terms of the Warranty do not change from the Deep Trekker Warranty statement included in the manual of the original system. The service excludes any local tax brokerage or duties applied to shipments. The shipping costs covered are limited to the location of original shipment, however alternate shipping locations are acceptable if pre-approved by Deep Trekker Inc. in writing. Deep Trekker reserves the right charge any increased shipping costs to approved alternate locations. Shipping service cannot be covered if the local courier refuses to transport goods. All parts removed from your System become Deep Trekker's property. You will be obligated to pay, at the current retail price(s), for any parts you wish to retain. All technical support lines including phone and email are monitored full time weekdays 8:30 am to 5:00 pm EST. After hours support lines are monitored where possible but not guaranteed.

3. 3-Year Trade In (Gold only)

Three (3) years from the ship date of the System covered by the Gold Deep Trekker Advantage Program, you or your company representative are responsible to request the replacement new comparable system. Upon return of the old system, the new system, comparable in functionality **[(determined by Deep Trekker in its sole discretion)]** will be shipped to your company address, in the country in which the original system was delivered. In order to qualify for the trade-in, this Agreement must be up to date, with no payments outstanding. Only Deep Trekker branded and manufactured Systems are eligible for trade-in. Third party add-ons and accessories are not covered by this Agreement. The trade-in system becomes the property of Deep Trekker Inc. **[The service excludes any local tax brokerage or duties applied to shipments.]** The shipping costs covered are limited to the location of original shipment, however alternate shipping locations are acceptable if pre-approved by Deep Trekker Inc. in writing. Deep Trekker reserves the right charge any increased shipping costs to approved alternate locations. Shipping service cannot be covered if the local courier refuses to transport goods.

4. Limitation of Liability.

[DEEP TREKKER'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNTS PAID BY YOU FOR THE PROGRAM]. IN NO EVENT SHALL DEEP TREKKER HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT DEEP TREKKER INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5. Assignment/Governing Law.

You may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Deep Trekker. The laws of the Province of Ontario and the federal laws of Canada applicable therein shall govern the rights and obligations under this Agreement and any disputes thereon. Any dispute related to this Agreement or the Deep Trekker Advantage that after good faith negotiations cannot be resolved shall be brought exclusively in a court located in the Province of Ontario, Canada.

By signing below, acknowledge that understand the policies and terms as contained herein.

Company: _____

Title: _____

Signature: _____ Date: _____