

Document Control

Title	NEON TRX TRACKING UNIT – NEON-TU8U User Manual
Number	-----
Version	1.2
Date	July 13, 2016

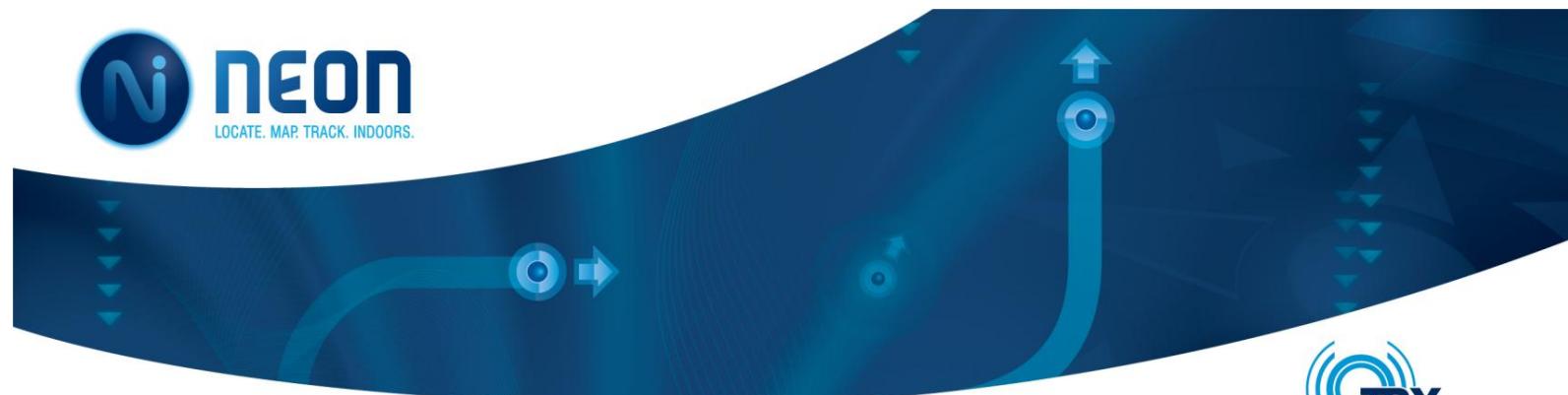
Document History

Date	Ver.	Description	Author(s)
19 May 2016	1.0	First Draft	Sarah Blaszak
23 May 2016	1.1	Second Draft	Sarah Blaszak
13 July 2016	1.2	Updated for UWB Model	Ben Funk

Document Issues

Ver.	Description	Resolution	Resolved Ver.

This page left intentionally blank.



NEON UWB TRACKING UNIT

Model: NEON-TU8U

User Manual

NEON™ Indoor Location System

Version 1.2



NEON
LOCATE. MAP. TRACK. INDOORS.



NEON uses HERE Maps.



a product of

This page left intentionally blank.

NEON UWB TRACKING UNIT

Model: NEON-TU8U

User Manual

Document Version 1.2

July 2016

Copyright 2016, TRX Systems, Inc.

Map Imagery is provided by HERE Maps.

This page left intentionally blank

Contents

1	Important Information	1
1.1	Software License and Warranty Information	1
1.2	Technical Support	1
2	Introduction	2
2.1	Product Overview	2
2.2	Product Diagram	2
2.3	Technical Specifications	3
2.4	Limitations on System Use	3
3	Tracking Unit Mode	4
3.1	Wearing the Tracking Unit	4
3.2	Connecting the Tracking Unit to an Android Device	5
4	Anchor Mode	6
4.1	Anchor Placement	6
5	Appendix A. Regulatory Requirements	6
6	Appendix B. End User Agreement	8

1 Important Information

1.1 Software License and Warranty Information

Please refer to the Appendices of this document to find information about the TRX Software License and Warranty Agreement and the TRX Limited Hardware Warranty. The terms of the TRX Software License and Warranty must be read prior to using the TRX Tracking Unit. By using the TRX Tracking Unit you are acknowledging acceptance of the terms described therein.

1.2 Technical Support

TRX Systems provides technical support for the NEON Products and components including

- NEON™ Tracking Units,
- NEON™ Command Software,
- NEON™ Mapper Android App,
- NEON™ Signal Mapper Android App,
- NEON™ Personnel Tracker Android App,
- NEON™ API
- NEON™ Multi-Sensor Anchors , and the
- NEON™ Check-in Locations.

For technical support, please visit our online help desk at <https://support.trxsystems.com/> or contact TRX Systems by email at support@trxsystems.com. In the event of detection of any system security vulnerabilities (including suspected illicit code, malware, or other vulnerabilities) customers should contact TRX Systems support immediately.

2 Introduction

This User Manual provides information about how to configure, use, and maintain the NEON™ Tracking Unit NEON-TU8U with the NEON™ Indoor Location System. Please read the FCC information located in **Appendix A.** prior to operating this device.

2.1 Product Overview

The TRX Systems Tracking Unit INU8-BT is a dual use unit that is used with the NEON™ Indoor Location System, which locates persons indoors, outdoors, and where GPS is unreliable or unavailable. The TRX Tracking Unit can be used as either a Tracking Unit or a BLE/UWB beacon.

2.2 Product Diagram

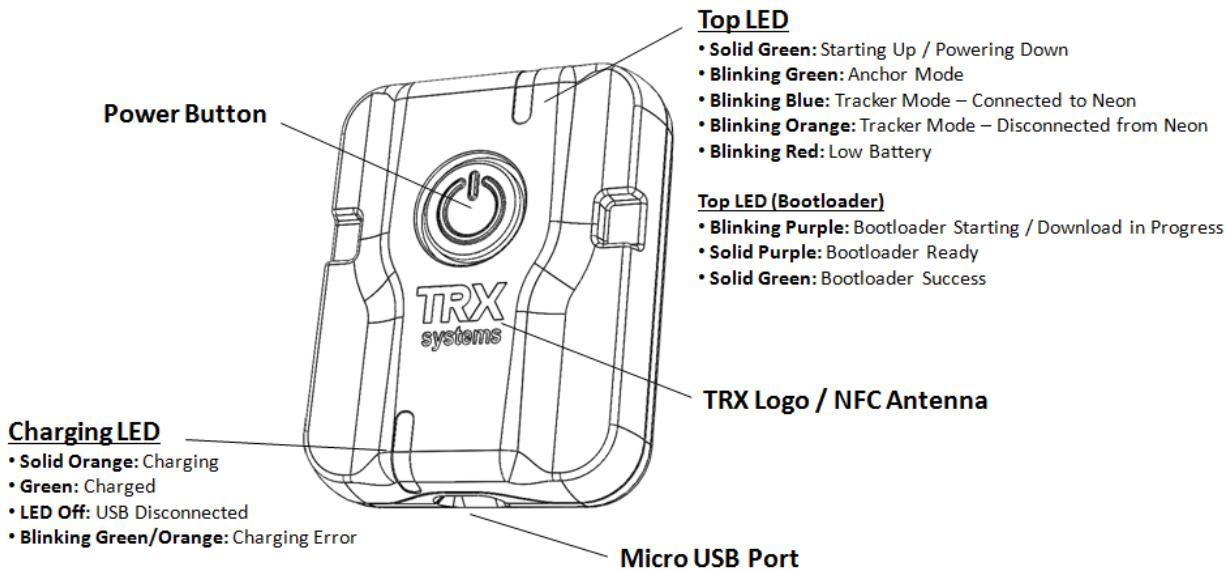


Figure 1. TRX Tracking Unit (Front) - INU8-BT

Back

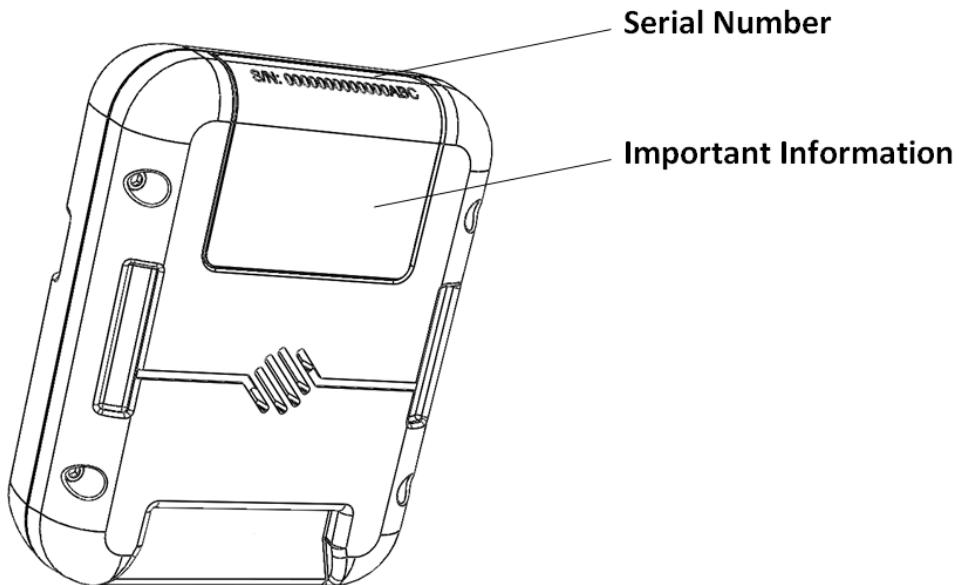


Figure 2. TRX Tracking Unit (Back) - INU8-BT

2.3 Technical Specifications

NEON® Tracking Accessories

Dimensions (H x W x D)	60 x50 x15mm (2.4 x 2.0 x 0.6in)
Operating Temperature	-20 to 60 °C (-4 to 140 °F)
Battery	Lithium Polymer, 8+ hours
Frequency	2.4GHz

Performance

Accuracy Metric	R95
Horizontal Error	<5 m
Vertical Error	+/-1 m

Figure 3. TRX Tracking Unit Technical Specifications

2.4 Limitations on System Use

The TRX Tracking Unit is not a life saving device. The accuracy of the system depends on the user activities, the map information provided, the number and location of deployed anchor nodes, and the

availability of consistent data communications. Each user must decide, independent of the TRX Tracking Unit, what actions to take or not to take in a given incident based on the factors deemed relevant to that incident. Data from the TRX Tracking Unit may be incorrect due to environmental, physical, maintenance, or other factors. Therefore, decisions made during an incident may not be based on the TRX Tracking Unit alone; users should depend upon other available information when making their best decision. Additionally, such other data may be inaccurate, corrupted, misleading or erroneous due to erroneous assumptions, inaccurate information, or poor choices made by Licensee and others.

The current version of the TRX Tracking Unit is not qualified for use in environments requiring intrinsically safe operation, or for use within extreme environments. Licensee's use of the TRX Tracking Unit under certain conditions, such as fires, explosions, police/military operations, weather systems, mining operations and many other conditions where Licensee or User may be impaired, disoriented, imperiled, injured, etc., can lead to User's injury, further injury or death or to the injury, further injury or death of third parties. All decisions based upon the use of the TRX System are subject to User's verification of the data, content and assessment of dangerous conditions and dangerous environments. All decisions or actions made by User are subject to User's professional judgment and are the sole responsibility of User and not the Company or the TRX Systems.

3 Tracking Unit Mode

In Tracking Unit Mode, the sensor hub software running on the NEON-TU8U produces a relative inertial path, user posture, and inferred map information. The sensor hub computes this information from an array of sensors including barometric pressure, accelerometers, gyroscopes, magnetometers, and BLE/UWB ranging.

The TRX Tracking Unit automatically switches to Tracking Unit mode as soon as it connects via Bluetooth to an Android running the NEON Location Service. Once connected to the NEON Location Service, the Tracking Unit sends relative inertial path data to the navigation algorithms running on the Android. The navigation algorithms then output the user's location to the user interface display.

The TRX Tracking Unit automatically detects the user's posture when used with NEON Personnel Tracker. Supported user postures include upright, upside down, on back, prone, on left side, and on right side.

The TRX Tracking Unit automatically detects building features as you walk around with the Neon Mapper App. The Tracking Unit detects stairs, elevators, floors, and entrances to buildings. This data is sent to the Neon Mapper App via a Bluetooth connection. The data is then sent to cloud storage over Wi-Fi or cellular networks.

3.1 Wearing the Tracking Unit

Correct placement of the TRX Tracking Unit on the body is important for correct operation. To produce accurate tracking results, secure the tracking unit to the core using the belt clip.

To secure, attach the belt clip to the Tracking Unit, and then connect the belt clip to your belt.

Turn the tracking unit on by pressing the power button on the front of the unit as shown in Figure 1. The top LED light on the unit will turn on.



Figure 4. NEON Equipped Individual

3.2 Connecting the Tracking Unit to an Android Device

The Tracking Unit connects to an Android device over Bluetooth. There are two ways to pair the Tracking Unit: by aligning the NFC antenna on the Tracking Unit to the NFC antenna on the phone, and by using the Bluetooth menu on the Android device.

The NFC antenna is located under the TRX Logo on the Tracking Unit. You may need to check with your phone manufacturer to determine the exact location of the NFC antenna. Typically it is located on the back of the Android device. If the NEON Location Service is not already installed on your Android device, then aligning NFC antennas will open a web browser and direct you to log in and download NEON apps. Once you have downloaded the necessary apps, turn on The Tracking Unit and align the NFC antennas again to pair the Tracker to the Android device. Follow the on screen instructions to complete the pairing process. Once a Tracking Unit is paired to the Android device, it will stay paired unless you explicitly remove the device from the Bluetooth settings. The Tracking Unit automatically connects to the Android device when NEON Location Service is running.

If your Android device does not support NFC, then you may pair the Tracking Unit through the Bluetooth settings screen. Ensure the Tracking Unit is turned on during the pairing process. The Tracking Unit will show up in the Bluetooth available devices list a "TRX_XXXX" where XXXX is the serial number.

4 Anchor Mode

In anchor mode, the sensor hub software running on the NEON-TU8U performs ranging measurements using BLE and UWB. The ranging message is received by a TRX Tracking Unit and processed as a location constraint by the NEON Location Service. Pressure information is also sent in the ranging message. This data is used to calculate a pressure offset between the anchor and tracked users. The pressure offset mitigates elevation error when there is environmental pressure noise.

The TRX Tracking Unit is automatically in the anchor mode when it powers on.

4.1 Anchor Placement

For best results, the anchor should be placed and only then turned on. UWB enable anchors only intended to be placed inside of buildings. See [Appendix A](#) for regulatory restrictions.

Please review the beacon guidelines on our online help desk: <https://support.trxsystems.com/hc/en-us/articles/218603177-BLE-Beacon-Placement-Guidelines>.

5 Appendix A. Regulatory Requirements

The following FCC information applies to the following components of the NEON™ Indoor Location System:

- NEON™ Tracking Unit, and
- NEON™ Multi-sensor Anchor.

Special requirements when operating in “anchor” mode

When operating the device as an anchor, this equipment may only be operated indoors. Operation outdoors is in violation of 47 U.S.C 301 and could submit the operator to serious legal penalties.

FCC Compliance

The FCC ID for this device is BXOTU8U. This device complies with 47CFR Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation.

FCC Notice to Users

Caution: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television

reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV Technician for help.

TRX has not approved any changes or modifications to this device by the user. Any changes or modifications not expressly approved by TRX Systems may void the user's authority to operate this equipment.

RF Exposure Notice

This device is a radio transmitter and receiver. It is designed not to exceed the limits for exposure to radio waves adopted by the FCC. These limits include a substantial safety margin design to assure the safety of all persons, regardless of age and health. The radio wave exposure guidelines use a unit of measurement known as the Specific Absorption Rate, or SAR. SAR levels have been computed for the transmitters in this device and have been found to be below FCC limits.

6 Appendix B. End User Agreement

Please read the following terms and conditions carefully. This End User Agreement is between TRX Systems, Inc. (the “Company” or the “Licensor”) and You, which if an entity aside from an individual user includes its employees, staff and personnel (collectively, the “Users”, “You” or “Licensee”), for the use of the hardware, software and services to be provided hereunder, including any content and any related materials, the License Software and associated services, documentation, updates or modifications that may be provided to You by the Company or its licensees or agents (collectively, the “TRX Products”). Your access to and use of the TRX Products requires your compliance with the terms of this Agreement. By downloading or installing the software, or accessing and/or using any portion of the TRX Products, you agree to be bound by this Agreement.

R E C I T A L S:

WHEREAS, when used properly, the TRX Products provide Users, (including security personnel, maintenance personnel, engineers, first responders, ground forces, and others), individual members of a Licensee organization or agency, partner agencies, incident commanders, and civil and military authorities, with tools for mapping as well as locating, tracking and finding Users in locations without reliable GPS (collectively, “Location and Mapping Services”).

WHEREAS, COMPANY IS WILLING TO LICENSE THE TRX PRODUCTS TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER AGREEMENT. BY DOWNLOADING, INSTALLING, OR USING THE TRX PRODUCTS, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT.

WHEREAS, the TRX Products are provided subject to the limitations, restrictions and disclaimers of liability set forth below.

NOW THEREFORE, in exchange for the mutual promises and consideration set forth herein, the value of which is hereby acknowledged, the Parties hereto agree as follows:

1. Forms of Acceptance of Agreement. Licensee shall indicate their intention to be bound to the terms and conditions of this Agreement through one (1) of the four (4) modes of acknowledgement set forth below:

(a) Acceptance by Signature. By signature of a duly authorized officer of Licensee in the appropriate signature block below (or the signature block of a purchase order or other agreement to which this is referred to or included in whole or in part), Licensee consents to become a party to this Agreement and to be bound by its terms and conditions. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of such counterparts together will constitute one and the same agreement,

(b) Acceptance by Clicking “I Accept” or by use of TRX Products. **BY CLICKING ON THE “I ACCEPT” BUTTON OR OTHERWISE USING ANY PART OF THE TRX PRODUCTS, USER CONSENTS TO BECOME A PARTY TO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS AND CONDITIONS. USER’S WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT.** IF USER DOES NOT WANT TO BECOME A PARTY TO THIS AGREEMENT OR DOES NOT AGREE WITH OR CANNOT COMPLY WITH ALL OF ITS TERMS, DO NOT CLICK ON THE “I ACCEPT” BUTTON OR USE ANY PART OF THE TRX PRODUCTS, AND USER WILL NOT BE LICENSED TO THE TRX PRODUCTS OR BE AUTHORIZED TO USE ANY PART OF THE TRX PRODUCTS.

(c) Acceptance by email. **BY RESPONDING VIA EMAIL TO THE COMPANY WITH AN AFFIRMATIVE WRITTEN EXPRESSION OF ASSENT TO BE BOUND TO THIS AGREEMENT, USER CONSENTS TO BECOME A PARTY TO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS AND CONDITIONS.**

(d) Purchase online. **BY PURCHASING THE TRX PRODUCTS FROM THE TRX ONLINE STORE (AT TRXSYSTEMS.COM), USER CONSENTS TO BECOME A PARTY TO THIS AGREEMENT, AS POSTED AND REFERRED TO ON SUCH STORE, AND TO BE BOUND BY ITS TERMS AND CONDITIONS.**

USER’S HAND WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. IF USER DOES NOT WANT TO BECOME A PARTY TO THIS AGREEMENT OR DOES NOT AGREE WITH OR CANNOT COMPLY WITH ALL OF ITS TERMS, DO NOT AFFIRM YOUR DESIRE TO BE BOUND BY THE TERMS OF THIS AGREEMENT IN AN EMAIL OR PURCHASE ORDER, DO NOT PURCHASE THE SYSTEM ONLINE, AND DO NOT USE ANY PART OF THE TRX SYSTEM, AND USER WILL NOT BE LICENSED TO THE TRX SYSTEM OR BE AUTHORIZED TO USE ANY PART OF THE TRX PRODUCTS.

2. License.

Subject to Licensee’s compliance with the terms and conditions of this Agreement, Lessor hereby grants to Licensee a non-exclusive, non-transferable license to install the TRX Products and use for the term indicated in the Lessor purchase order or contract (“License Term”), subject to the License Restrictions set forth in Section 3, of this Agreement. Subject to the provisions of any public license agreements and third party license agreements, the Licensed Software programs (as defined below) are copyrighted by TRX Systems, Inc. or its licensors and are licensed pursuant to all of the terms of this Agreement. For the purposes of this License Agreement, “Licensed Software” shall include (and the terms and conditions of this Agreement shall apply to) computer programs, including firmware and embedded software, data and documentation, as provided to You by Company, and any upgrades, updates, bug fixes or modified versions thereto (collectively “Upgrades”) or backup copies of the Licensed Software licensed or provided to You by Company. The license shall in all events automatically terminate upon the sale or other transfer of the Licensed Software, in the event of non-payment for TRX Products or associated subscription, and/or in the event of the permanent discontinuance of the

use of the License Software by You, and the user of the License Software by any purchaser or transferee from You will be conditioned upon the grant of a new license in respect thereof by Company.

3. License Restrictions.

(a) General. The License Software is licensed, not sold to You, for use only as permitted by the terms and conditions of this Agreement. Company reserves any rights not expressly granted to You. All rights in the Licensed Software and related documentation not specifically granted in this Agreement are reserved by and shall remain the property of Company. In addition to the Licensed Software created and/or owned exclusively by Company, various programs included in the Licensed Software programs are either public software licensed under public license agreements, or are third party software licensed to TRX under third party license agreements. The necessary notices and other provisions required by these agreements are included in the “About” dialog box.

(b) Restrictions. Licensee shall not (nor shall Licensee permit anyone else to) directly or indirectly: (i) copy (except as expressly set forth above), modify, or distribute the Licensed Software or any portion thereof; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Licensed Software or any portion thereof (except where the foregoing is permitted by applicable local law, and then only to the extent so permitted); (iii) rent or lease the Licensed Software or any portion thereof to a third party, or otherwise use or allow the use of the Licensed Software or any portion thereof to be used for any commercial purpose or on behalf of any third party; (iv) remove or obscure any proprietary notices on the Licensed Software; (v) post or otherwise make available the Licensed Software, or any portion thereof, in any form, on the Internet or other publicly-available forum; (vi) distribute copies of the Licensed Software to others (electronically or otherwise); or (vii) export or re-export the Licensed Software in violation of any laws or regulations. You may install and use the Licensed Software only on the number of computers or devices for which you have a valid license based on up to date payment for the associated TRX Products and any associated subscription. If the Licensed Software, or any portion thereof (including images of the software), is shown in a publicly available forum (including in presentations, to customers, in marketing programs, on websites, videos, or other public venues), all TRX trademarks and company marks that make up that software must also be shown, or specific attribution must be provided that indicates the software was developed by TRX Systems. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOU HAVE NO LICENSE OR RIGHT TO USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS YOU, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLD A VALID LICENSE BASED ON UP TO DATE PAYMENT OF THE ASSOCIATED TRX PRODUCTS OR SUBSCRIPTION. As a specific condition of this license, Licensee agrees to use the Licensed Software in compliance with all applicable laws, including without limitation copyright laws.

4. Special Disclaimers and Liability Limitations.

The TRX Products are subject to the following restrictions, disclaimers and liability limitations:

(a) Third Party Products, Data and Content. The TRX Products may work in conjunction with (or rely upon) third party products, data or content that is not owned or controlled by Company (“Third Party Products”). When the TRX Products are used (or rely upon) such Third Party Products, by agreeing to be bound by the terms and conditions of this Agreement, Licensee is acknowledging that it accepts both the TRX Products and the Third Party Products at Licensee’s risk, and that it accepts all terms and conditions for use of both the TRX Products and the Third Party Products. Conflicts may develop between the TRX Products and such Third Party Products that may inhibit the TRX Products’ performance, accuracy, functionality or operation. Company disclaims all liability that may arise from the use of (or reliance upon) the TRX Products and and/or the use of (or reliance upon) such Third Party Products.

(b) Decision Making. It is Licensee’s responsibility to decide, independent of the TRX Products, what actions to take or not to take when using the TRX Products based on the factors that You deem relevant. Company admonishes Licensee that decisions made during use of the TRX Products may not be based on the TRX Products alone and may require other data for the best decision, but such other data may be inaccurate, corrupted, misleading or erroneous due to erroneous assumptions, inaccurate information, or poor choices made by Licensee and others. Accordingly, all decisions made during use of the TRX Products are at Your own risk and Company disclaims responsibility for the actions of such decision makers as well as their assumptions and interpretations of such other data.

(c) Dangerous Conditions and Dangerous Environments. Licensee’s use of the TRX Products under certain conditions, such as fires, explosions, police/military operations, weather systems, underground operations and many other conditions where Licensee or User may be impaired, disoriented, imperiled, injured, etc., can lead to User’s injury, further injury or death or to the injury, further injury or death of third parties. All decisions based upon the use of the TRX Products are subject to User’s verification of the data, content and assessment of dangerous conditions and dangerous environments. All decisions or actions made by User are subject to User’s professional judgment and are the sole responsibility of User and not the Company or the TRX Products. By agreeing to be bound by the terms and conditions of this Agreement, Licensee acknowledges and accepts all risk associated with such use. Company disclaims all liability that might arise from Licensee’s use of the TRX Products to give or follow directions, develop a course-of-action, develop a situational or operational emergency response, risk mitigation strategy and/or travel to or from any location, and Licensee accepts all risk associated with such use. Company does not authorize use of the TRX Products and disclaims all liability that might arise from Licensee’s use of the Software under any circumstances where doing so might be against the law or put the Licensee or its possessions, or third parties or their possessions at risk or in any kind of danger.

5. Proprietary Rights.

Company shall own and retain all right, title, and (except as expressly licensed hereunder) interest in and to the Licensed Software, all copies or portions thereof, and any derivative works thereof (by whomever created). The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software and its features and functions, when used alone or in combination with a computing device or other systems, may be protected by one or more of U.S. and/or foreign

patents. A listing of any such patents may be included in the “About” box or menu associated with the Licensed Software or on the Company website and Company reserves the right update that listing from time to time, but You should not consider any such listing to be a complete or exhaustive list of all patents that may cover the Licensed Software and You should not consider the absence of any such listing to be an indication that no patents cover the Licensed Software. You will not remove or alter Company’s or Company’s Licensors’ proprietary markings. You will not remove or alter Company’s or any third party’s ownership, trademark, copyright or other proprietary notices in the Licensed Software.

6. Confidentiality.

Licensee hereby agrees to maintain the Licensed Software and any data or databases contained therein in confidence and that Licensee will not disclose the Licensed Software to any third party without the express written consent of Company. You further agree to take all reasonable precautions to preclude access of unauthorized persons to the Software.

7. Term and Termination.

Company will have the right to terminate the license granted herein immediately if Licensee or any User fails to comply with any terms or conditions of this Agreement. The license granted to Licensee herein will terminate automatically upon any breach of Sections 2, 3, 4 or 6. Company will also have the right to terminate the license granted herein immediately upon its sole discretion. Upon termination of this Agreement for any reason, Licensee shall immediately stop using the Licensed Software and shall destroy and remove from all computers, hard drives, networks, and other storage media, all content downloaded from use of Licensed the Software. Sections 3 through 14 shall survive any termination of this Agreement.

8. Limited Warranty.

(a) **Hardware.** Company warrants its hardware to be free from defective workmanship and materials under normal use (“Hardware Defects”) for one year (“Warranty Period”). Hardware Defects will be repaired or replaced at Company’s sole choice without charge for parts or labor. Any repair made by Company to its hardware is warranted to be free from Hardware Defects for the maximum of the remainder of the initial warranty period or a period of ninety (90) days from the date of such repair.

(b) **Software.** Company warrants its software to substantially perform pursuant to the applicable user documentation for the License Term. Users must be using "supported versions" of TRX Products software (as provided by and updated by TRX Systems during the course of the License Term) and must accept software updates to receive this warranty.

(c) **ADDITIONAL LIMITATIONS.** NEITHER WARRANTY SHALL APPLY TO NORMAL WEAR AND TEAR, ANY HARDWARE OR SOFTWARE WHICH HAS BEEN ABUSED, MISUSED, DAMAGED, ALTERED, NEGLECTED, SUBJECTED TO UNAUTHORIZED REPAIR OR INSTALLATION, OR SUBJECT TO ACCIDENT, MOISTURE, LIQUIDS, PROXIMITY OR EXPOSURE TO HEAT OR SOME OTHER EXTERNAL FORCE, AS REASONABLY DETERMINED BY COMPANY.

(d) Procedure. To claim a Hardware Defect, You must contact Company product support at support@trxsystems.com for technical assistance. If Company determines in its sole judgment, after standard troubleshooting tests have been performed, that a Hardware Defect may exist, Company will issue a Return Materials Authorization number (RMA). That RMA number must appear in plain view on any shipment made to Company regarding the Hardware Defect. The RMA number shall be used in all communications with Company regarding the Hardware Defect. You must ship the hardware during the Warranty Period, in a traceable manner, along with the RMA number issued by Company and an explanation of the defect, to the address provided to you by Company. You shall prepay the cost of shipping the hardware and bear the risk of loss while the hardware is in transit. Company shall determine in its sole discretion whether a Hardware Defect exists, and if so, whether to repair or replace such hardware. Company shall pay the shipping charges to return the hardware to you and bear the risk of loss during transit, unless Company determines that a Hardware Defect does not exist. In the event that Company determines a Hardware Defect does not exist, you shall promptly pay Company to return the hardware to you, including risk of loss during shipment. Any hardware not reclaimed by paying such shipment costs to Company within 30 days from notice of payment due will be discarded

9. Warranty Disclaimer.

THE LIMITED WARRANTY SET FORTH IN SECTION 8 IS THE ONLY WARRANTY PROVIDED BY COMPANY. EXCEPT FOR THE FOREGOING, THE HARDWARE, SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS" AND COMPANY MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE HARDWARE, SOFTWARE OR ANY SERVICES PROVIDED BY COMPANY HEREUNDER. COMPANY EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY DUTIES OR CONDITIONS OF SATISFACTORY QUALITY, REASONABLE CARE AND SKILL, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

FURTHER, COMPANY DOES NOT WARRANT RESULTS OF USE OR THAT THE HARDWARE OR SOFTWARE IS BUG FREE OR THAT USE OF THE HARDWARE, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED. COMPANY DOES NOT AND CANNOT WARRANT THE RESULTS YOU MAY OBTAIN BY USING THE TRX PRODUCTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE HEREIN, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL COMPANY BE LIABLE TO YOU OR ANY OTHER PERSON (1) FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF THE HARDWARE, SOFTWARE OR THE SERVICES PROVIDED BY OR ON BEHALF OF COMPANY, OR (2) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL. COMPANY'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO TWENTY DOLLARS (\$20.00), EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE COMPANY'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

11. Export.

Licensee shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control (“OFAC”), or other United States or foreign agency or authority, and Licensee shall not export, or allow the export or re-export of the TRX Products in violation of any such restrictions, laws or regulations. By using the TRX Products, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under the control of, or a national or resident of any restricted country.

12. Indemnity.

Licensee shall indemnify and hold harmless Company, its officers, directors, shareholders, employees, agents and representatives from any third party claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from Licensee's use of the TRX Products as well as from any User's failure to comply with any term of this Agreement. Licensee shall indemnify and hold harmless Company, its officers, directors, shareholders, employees, agents and representatives from any and all claims of personal injury, including death, and property damage arising from Licensee's use of the TRX Products as well as from any User's failure to comply with any term of this Agreement.

13. Government Restricted Rights.

If Licensee is an agency, department, or other entity of the United States Government (“Government”), the use, duplication, reproduction, release, modification, disclosure or transfer of the Licensed Software, or any related documentation of any kind, including technical data or

related manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, or any successor regulations. This Licensed Software is commercial computer software and the related documentation is commercial computer software documentation. The use of the Licensed Software and related documentation is further restricted in accordance with the terms of this Agreement, or any modification hereto. Company is located at 7500 Greenway Center Drive, Suite 420, Greenbelt, Maryland 20770.

14. General.

This Agreement represents the complete agreement concerning this license between the Parties and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Company to act with respect to a breach of this Agreement by Licensee, Users or others does not constitute a waiver and shall not limit Company's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever without Company's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Company expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be governed by and construed under Maryland law (without regard to its conflicts of laws provisions) as such law applies to agreements between residents of any state in which this Agreement is entered into and performed. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State and Federal courts in Prince George's County, Maryland and Licensee hereby agree to service of process in accordance with the rules of such courts.

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

If you have any questions about the Terms, please contact TRX at support@trxsystems.com.

Last updated as of April 11, 2016