

**LICENSE AGREEMENT, TERMS OF USE**  
**AND NON-DISCLOSURE AGREEMENT**

The “Products” licensed in this agreement are:

Use of the services at CA.RepoSystems.com or any of its other affiliated websites, including but not limited to RepoSystems.com, RSNCANADA.com, or ReposystemsCanada.com known in this agreement as “the Group”.

1. **License Grant.** RepoSystems Canada, Inc. (hereafter referred to as REPOSYSTEMS) grants you a limited, non-exclusive, non-sub licensable, non-transferable license to use the Products of CA.RepoSystems.com.
2. **Restrictions.** Except with REPOSYSTEMS prior written consent, you may not: (1) modify or create any derivative works of any Product or its documentation, including customization, translation or localization; (2) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any Product or the communications protocols for accessing any REPOSYSTEMS service (except to the extent applicable laws specifically prohibit such restriction); (3) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to a Product; or, (4) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Products.

The software will be available at an unlimited use for the term.

3. **Proprietary Rights.** Title, ownership rights, and intellectual property rights in the Products and any REPOSYSTEMS database, including but not limited to REPOSYSTEMS components and algorithms and access to the REPOSYSTEMS service server complex, shall remain in REPOSYSTEMS or its licensors and other suppliers. You expressly acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with REPOSYSTEMS’s or its licensors’ or other suppliers’ ownership of or rights with respect to the Products. The Products are protected by copyright and other intellectual property laws and by international treaties. All trademarks used in connection with the Products are owned by REPOSYSTEMS, its affiliates or its licensors and other suppliers, and no license to use any such trademarks is provided hereunder. You agree that REPOSYSTEMS may use in any manner and without limitation all comments, suggestions, complaints, data (including data entered into the Products) and other feedback you provide relating to any Product. You also agree that the title to and ownership of any intellectual property rights relating to or arising out of all comments, suggestions, complaints, data (including data entered into the Products) and other feedback provided by you provide rests exclusively and shall remain with REPOSYSTEMS.
4. **Use and Availability Of Open Source Code.** Portions of some Products were created using source code available through various open source projects. The licenses and availability of source code for such components are specified in the copyright notice file delivered with such Product.

5. **DISCLAIMER OF WARRANTY.** UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PRODUCTS ARE PROVIDED WITH ALL FAULTS ON AN "AS IS" BASIS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE PRODUCTS ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. REPOSYSTEMS AND ITS LICENSORS AND OTHER SUPPLIERS DO NOT WARRANT THAT THE FUNCTIONALITY OF THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR THAT ERRORS IN THE PRODUCTS WILL BE CORRECTED, NOR DO THEY WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY PRODUCT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY REPOSYSTEMS OR A REPOSYSTEMS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. REPOSYSTEMS AND ITS LICENSORS AND OTHER SUPPLIERS HAVE NO LIABILITY WITH RESPECT TO YOUR USE OF THE PRODUCTS. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCTS YOU CHOOSE TO USE AND YOU ASSUME THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE PRODUCTS IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.
6. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REPOSYSTEMS OR ITS PARENT, SUBSIDIARIES, AFFILIATES, DIRECTORS, EMPLOYEES, DISTRIBUTORS, LICENSORS, SUPPLIERS, AGENTS OR RESELLERS (COLLECTIVELY, THE "REPOSYSTEMS GROUP") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE ANY PRODUCT OR ITS DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, THE REPOSYSTEMS GROUP'S ENTIRE COLLECTIVE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE THE REPLACEMENT OF ANY PRODUCT FOUND TO BE DEFECTIVE, WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF REPOSYSTEMS TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

7. **Confidentiality.** “Confidential Information” shall mean the Software or Hardware Products, and information concerning REPOSYSTEMS’s business, products, services, content, finances, subscribers, tools, source code, product designs and plans, customer lists, product development plans, release dates, forecasts, strategies, pricing, and other marketing and technical information, personal information, and other unpublished information provided to you by REPOSYSTEMS; and all other information which REPOSYSTEMS characterizes as confidential at the time of its disclosure either in writing or orally, except for information (other than personal information) which you can demonstrate:
- (a) is previously rightfully known to you without restriction on disclosure;
  - (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain;
  - (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or
  - (d) is independently developed by you without access to the Confidential Information.

You shall at all times, both during the term of this Agreement and for a period of 25 years after termination of your right to use each Product , keep in confidence all such Confidential Information, provided, however, that any source code you receive and all information concerning the communications protocols for accessing the REPOSYSTEMS Network, shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of REPOSYSTEMS.

You shall not use any Confidential Information other than in the course of the activities permitted hereunder.

If you are using a Product on behalf of your company, you shall only disclose Confidential Information to another employee or contractor under binding obligations of confidentiality substantially similar to those set forth on a “need to know” basis. You shall notify REPOSYSTEMS in writing immediately upon discovery of or if you suspect any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with REPOSYSTEMS in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will immediately notify REPOSYSTEMS prior to such disclosure to allow REPOSYSTEMS an opportunity to contest the disclosure, assert the privileged and confidential nature of the Confidential Information, and cooperate fully with REPOSYSTEMS in protecting against any such disclosure or obtaining a protective order narrowing the scope of such disclosure or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

You shall promptly furnish to REPOSYSTEMS all testing results including, but not limited to, any errors or bugs found in a Product, which errors or bugs shall be deemed Confidential Information.

The parties do not intend that you will disclose to REPOSYSTEMS, and agree that you will refrain from disclosing to REPOSYSTEMS, any information that you regard as proprietary. You warrant that all information disclosed to REPOSYSTEMS by you is or will be free of any obligation of confidence. You represent, warrant and covenant to REPOSYSTEMS that you have obtained, and will maintain throughout the term of this Agreement, the full right and authority (including by way of any consents or notices required under applicable privacy, anti-spam and other law) for any (i) transfer of information from you to REPOSYSTEMS; and (ii) any other collection, use, transfer, disclosure or other processing by REPOSYSTEMS of such information for the purposes contemplated under this Agreement.

You may not disclose information about any product developed by REPOSYSTEMS, including user credentials to login into CA.RepoSystems.com, to ANY competitor or potential competitor to CA.RepoSystems.com or any other product developed by REPOSYSTEMS or the Group.

If you are a competitor and create any profile in CA.RepoSystems.com or any other product developed by REPOSYSTEMS you may be subject to prosecution both civil and criminal, including under the pretense of “Social Engineering to gain a competitive edge”.

8. **Export Control.** You agree to comply with all export and import laws and restrictions and regulations of any United States, Canadian or foreign agency or authority, and not to export, re-export or import the Products or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. For example, you may not export or re-export any commodities, software, or technical data received from REPOSYSTEMS, or any direct product of such commodities, software or technical data, to any proscribed country, party, or entity listed in the applicable laws, regulations, and rules of the U.S. Government unless properly authorized. As applicable, each party shall obtain and bear all expenses and responsibility relating to any necessary licenses or exemptions with respect to its own export or re-export of a Product from the U.S. or other jurisdiction.
9. **Injunctive Relief.** You acknowledge and agree that, notwithstanding any other provisions of this Agreement, your breach or threatened breach of this Agreement shall cause REPOSYSTEMS irreparable damage for which recovery of money damages would be inadequate and that REPOSYSTEMS therefore may obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.
10. **U.S. Government End Users.** Each Product is a “commercial item,” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212(Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b)(2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government End Users acquire the Products with only those rights as set forth.

11. **Periodical Mailing.** You agree that we may send you periodical mailing, including email, regarding news, upcoming offerings, etc. from our organization or sister companies, including RepoSystems Canada, Inc., RepoSystems.com Inc, The RepoSystems Group, LLC or Optical Recognition Systems, Inc. and any web sites they run, including RepoSystems.com, RepoBureau.com, RepoSpotter.net and TranzSystems.com or any derivation thereof, aka “the Group”.
12. **Payment Information.** Payments made to any of the websites run by the Group may appear as RepoSystems.Com Inc. or a variation thereof, and you agree thereto.
13. **Taxes and Other Charges.** Any and all amounts payable by you to REPOSYSTEMS hereunder are exclusive of any sales, use or other taxes or governmental charges. You shall be responsible for payment of all such taxes or charges except for any taxes based solely on REPOSYSTEMS’ net income. Such taxes shall not be considered a part of, a deduction from or an offset against any such amounts payable to REPOSYSTEMS. If you are required by law, rule or regulation to pay any taxes hereunder, including but not limited to any Canadian withholding taxes under the Income Tax Act (Canada) or the Regulations thereto, you shall pay such taxes and amounts with no reduction or offset in the amounts payable to REPOSYSTEMS hereunder and shall pay such additional amounts as may be necessary such that the net amount received by REPOSYSTEMS (including such additional amount) after such withholding or deduction will not be less than the amount REPOSYSTEMS would have received if such amounts had not been withheld or deducted.
14. **Refunds.** Upon completion of the INITIAL signup to full user, our refund policy is as follows (Does not include or cover LPR or GPS DNA refunds see paragraphs 16 and 17 respectively concerning LPR and GPS DNA refunds):
  - 14.1 Total Refund within 10 days, with email or written request faxed or mailed to “the Group”.
  - 14.2 1/2 Refund on Setup fee if request is received within 15 days
  - 14.3 Monthly subscription fee refunded if request has been received within 30 days
  - 14.4 No refund after 30 days
15. **Website Development or Template.** If client/customer chooses to accept a website template they agree to a ONE year commitment of service to RepoSystems.com with no option for refund, from the time of original sign up.
16. **LPR Equipment.** If user has purchased LPR Equipment from “the Group”, all sales are final. No refunds on LPR (License Plate Recognition) Equipment without written consent of the seller;
  - 16.1 During purchase, the end user waives their right to a chargeback on any transaction affiliated with this purchase;

- 16.2 Buyer must utilize CA.RepoSystems.Com website services under one of the normal subscription plans;
  - 16.3 Generation of all repossession orders are the sole responsibility of the user or Purchaser;
  - 16.4 Seller (“the Group”) makes no warranty or guarantee that this LPR system will increase repossession order or revenue;
  - 16.5 Purchaser or user acknowledges that the efficient operation of the LPR System require some level of technical proficiency;
  - 16.6 Purchaser or user is responsible for the training of its employees and end user of the LPR system, with customer assistance from Seller or “the Group”;
  - 16.7 There is a 1 year (one year) warrant provided on the equipment purchase;
  - 16.8 No equipment is to be returned for repair or otherwise without a Return Merchandise Agreement (RMA);
  - 16.9 Purchaser or user is solely responsible for shipment to and from “the Group” for any repairs;
  - 16.10 If “the Group” determines that the equipment has been damaged by Purchaser or user, “the Group” has no responsibility to replace the equipment; and
  - 16.11 Should the user be involved in an accident while in the use of this application or equipment, you agree to not hold “the Group” responsible for any damages, both civilly and criminally.
17. **GPS DNA.** User agrees that during the use of the GPS DNA product or a product by any other name by “the Group” similar to the original GPS DNA product;
- 17.1 Use of the application on a cell phone while the vehicle is moving is dangerous. It can cause the driver to be distracted and could lead to a serious accident or injury.
  - 17.2 The user agrees to not use a cell phone while the vehicle is moving and, instead concentrate on the full-time job of driving.
  - 17.3 Should the user be involved in an accident while in the use of this application, they agree to not hold the developer of the application responsible for any damages, both civilly and criminally.
  - 17.4 This application uses data transmissions and you may receive additional data charges from your communications provider. We encourage you to have an “all data” plan.
  - 17.5 GPS DNA refunds. There are no refunds.

18. **Support Hours.** Support is available by phone, email or online chat. Online chat is generally on between the hours of 9 AM US CST/CDT and 6 PM US CST/CDT weekdays. Online chat can be used for technical issues with any of the services, however if the online team determines a phone call is necessary they will pass the call to the proper representative. Chat Transcriptions are stored as reference for a period of time for each client each session.

Phone support is generally available 9 AM US CST/CDT and 6 PM US CST/CDT weekdays, or by appointment or special need, made in advance.

Email support is available 24 hours per day, and will be addressed within 24 hours of the next business day.

A one (1) free 30 minute session will be given to any repossession company that requests training. This one time session will be for an individual or as group training, but will only be performed one time.

Additional training or support can be purchased at the rates published in the pricing document located at <http://www.reposystems.com/pricing.pdf>.

19. **Governing Law and Venue.**

19.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement, which may only be modified by a written amendment signed by an authorized executive of REPOSYSTEMS.

19.2 Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of the State of Texas, excluding its conflict of law provisions.

19.3 You expressly agree that jurisdiction for any claim or dispute arising from the use of the Product resides in the federal and state courts of the State of Texas and you consent to the personal jurisdiction thereof.

19.4 This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

19.5 If any part of this Agreement is held invalid or unenforceable, that part shall be construed to reflect the parties' original intent, and the remaining portions remain in full force and effect, or REPOSYSTEMS may at its option instead terminate this Agreement.

19.6 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any later breach.

19.7 You may not assign or transfer by operation of law or otherwise this Agreement or any rights or obligations. REPOSYSTEMS may assign this Agreement to any entity at its sole discretion.

19.8 This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns, but this Agreement may not be assigned by you without the written permission of REPOSYSTEMS.

20. **Execution.** It is agreed that this agreement is executed and enforceable when the online user creates a profile within CA.RepoSystems.com.