

END-USER LICENSE AGREEMENT FOR SMART SERVICE™ SOFTWARE

Version 10.2 – Revised September 26, 2013

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- License Pack. If this package is a SMART SERVICE™ License Pack, you may RUN additional copies of the computer software portion of the SOFTWARE PRODUCT up to the number of copies specified above as “Licensed Copies.” You are also entitled to make a corresponding number of secondary copies for portable computer use as specified above.
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- Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
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- Trademarks. This EULA does not grant you any rights in connection with any trademarks or service marks of My Service Depot, LLC.
- Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.
- Support Services. My Service Depot, LLC. may provide you with support services related to the SOFTWARE PRODUCT (“Support Services”). Use of Support Services is governed by the My Service Depot, LLC. policies and programs described in the user manual, in “online” documentation, and/or in other My Service Depot, LLC. provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to My Service Depot, LLC. as part of the Support Services, My Service Depot, LLC. may use such information for its business purposes, including for product support and development. My Service Depot, LLC. will not utilize such technical information in a form that personally identifies you.
- Software Transfer. The initial licensee of the SOFTWARE PRODUCT may make a one-time permanent transfer of this EULA and SOFTWARE PRODUCT only directly to an end user. This transfer must include all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any updates, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE PRODUCT.

- Termination. Without prejudice to any other rights, My Service Depot, LLC. may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

2. UPDATES. If the SOFTWARE PRODUCT is labeled as an update, you must be properly licensed to use a product identified by My Service Depot, LLC. as being eligible for the update in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an update replaces and/or supplements (and may disable) the product that formed the basis for your eligibility for the update. You may use the resulting updated product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an update of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one COMPUTER.

3. COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by My Service Depot, LLC. or its suppliers. All title and intellectual property rights in and to the content that may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this SOFTWARE PRODUCT contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

4. DUAL-MEDIA SOFTWARE. You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single COMPUTER. You may not RUN the other medium on another COMPUTER. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.

5. BACKUP COPY. After installation of one copy of the SOFTWARE PRODUCT pursuant to this EULA, you may keep the original media on which the SOFTWARE PRODUCT was provided by My Service Depot, LLC. solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, you may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise

make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.

6. U.S. GOVERNMENT RESTRICTED RIGHTS. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

7. EXPORT RESTRICTIONS. You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

8. MISCELLANEOUS. If you acquired this SOFTWARE PRODUCT in the United States, this EULA is governed by the laws of the State of Ohio. LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE U.S. AND CANADA. My Service Depot, LLC. warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by My Service Depot, LLC. shall be substantially as described in applicable written materials provided to you by My Service Depot, LLC., and My Service Depot, LLC. support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to thirty (30) days. CUSTOMER REMEDIES My Service Depot, LLC. and its suppliers' entire liability and your exclusive remedy shall be, at My Service Depot, LLC. option, repair or replacement of the SOFTWARE PRODUCT that does not meet My Service Depot, LLC.'s Limited

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10. TAXES. Unless otherwise agreed to in writing by My Service Depot, LLC. all prices quoted are exclusive of all taxes including federal, state and local use, sales, property and valorem and similar taxes. Licensee agrees to pay all taxes directly to the appropriate tax authority.

11. PROPERTY RIGHTS.

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- Sole Use. The Software supplied by Licensor hereunder is for the sole use of Licensee in support only of computers operated by such Licensee. Except as otherwise provided herein, the Software is to be used only by a Licensee hereunder for the purposes specified in this Agreement.
- Copies and Disclosures. Licensee shall treat the Software including any and all updates, improvements, modifications, enhancements, source code and information related to installation as confidential and proprietary, and shall protect it in the same manner that it protects the confidentiality of its own most highly confidential proprietary information. While this Agreement is in effect, or while Licensee has custody or possession of any of the Software, Licensee will not:
 - (a) copy or duplicate, or permit anyone else to copy or duplicate, any of the Software, whether such Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use in Sites or applications pursuant to this Agreement;
 - (b) provide or make the Software available to any person or entity other than employees or agents of Licensee who have a need to know consistent with Licensee's use thereof under this Agreement;

- (c) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source code or any part from the object code or from other information (whether oral, written, tangible or intangible) made available to Licensee under this Agreement; or
- (d) copy for its own use or the use of others operator manuals, system reference guides, training materials and other user oriented materials without the prior written consent of Licensor. In order to protect Licensor's trade secrets and copyrights in the Software, Licensee agrees to reproduce and incorporate Licensor's trade secrets or copyright notice in any copies, modifications or partial copies. The Software shall be kept in a secure place, under access and use restrictions satisfactory to Licensor.
- Unauthorized Use. Licensee agrees to notify Licensor forthwith if it obtains information as to any unauthorized possession, use or disclosure of any item of Software by any person or entity, and further agrees to cooperate with Licensor at Licensor's expense, in protecting Licensor's proprietary rights. Injunctive Relief. The parties recognize and acknowledge that a breach by one party of any of its covenants, agreements or undertakings hereunder with respect to the intellectual property or proprietary information of the other party will cause the non-breaching party irreparable harm, or cause some loss or dilution of the goodwill, reputation or business of the non-breaching party, the non-breaching party shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss or dilution. In any such injunction proceedings, each party waives to the fullest extent permitted by law (i) the posting of bond by the non-breaching party and (ii) any requirement that the non-breaching party to be required to allege or prove actual damages.

12. THE SUPPORT PLAN OPTIONS. My Service Depot, LLC. has the following support plans. If you fail to pay either the annual or monthly support plans then My Service Depot, LLC. reserves the right to deny further updates, maintenance and/or support until it is paid.

- ANNUAL: There is an annual support fee associated with the SOFTWARE PRODUCT. The cost of the support fee is clearly stated on the SOFTWARE PRODUCT invoice and runs for a period of 12 months. This annual fee entitles you to all software updates including unlimited technical support for the SOFTWARE PRODUCT. The annual support fee is automatically renewed each year until we are notified in writing 30 days prior to the annual renewal date that you wish to discontinue the annual support plan. In the

event that the annual support plan has lapsed for more than 90 days and you wish to start the annual support plan again, there will be a startup charge associated with renewing the annual support plan. Please note that the annual support fee will automatically be billed to your current credit card on file yearly unless we are notified in writing 30 days prior to the annual renewal date that you wish to discontinue the annual support plan.

- MONTHLY: There is a monthly support fee associated with the SOFTWARE PRODUCT. The cost of the support fee is clearly stated on the SOFTWARE PRODUCT invoice and is a 12 month agreement. This monthly fee entitles you to all software updates including unlimited technical support for the SOFTWARE PRODUCT. The monthly support fee is automatically renewed each month until we are notified in writing 30 days prior to the monthly renewal date that you wish to discontinue the monthly support plan. The early termination fee is \$99 per software license and/or mobile device plus any past due invoices. In the event that the monthly support plan has lapsed for more than 90 days and you wish to start the monthly support plan again, there will be a reactivation charge of \$99 per software license and/or mobile device with renewing the monthly support plan plus any unpaid past monthly support invoices. The monthly support fee will automatically be billed to your current credit card or ACH account on file.
- ADD-ONS. If you have purchased add-ons to our core Smart Service product such as Fleet, iFleet, Smart Leads, etc. then you will need to have a current active annual or monthly support plan in place in order to receive updates and support on those products.

13. RETURNED CHECKS/ACH. If a check or ACH payment is returned by your financial institution for any reason a fee of \$30.00 for checks less than or equal to \$300.00, and 10% of checks greater than \$300.00 will be assessed against your account.

14. 30 DAY MONEY BACK GUARANTEE. The SOFTWARE PRODUCT may be returned within 30 days of the invoiced date of purchase for a full refund of the SOFTWARE PRODUCT portion.

User Obligations for a return:

1. Contact My Service Depot, LLC. and obtain an RMA by midnight of the 30th day after the invoiced date of purchase.
2. Once an RMA is obtained you must uninstall the SOFTWARE PRODUCT from all computers and provide screen shots of the computer's name and verification that the SOFTWARE PRODUCT has been uninstalled.

3. Send proof that the SOFTWARE PRODUCT has been uninstalled from all computers to My Service Depot, LLC. home office within 45 days from the invoiced date of purchase.
4. Once proof of SOFTWARE PRODUCT un-installation has been received by My Service Depot, LLC. and accepted, the refund will be issued within 15 days.

15. SUBSCRIPTION RETURNS. Refunds will not be provided for any subscription. We do not provide credit, refunds, or prorated billing for subscriptions that are canceled mid-month.

Exemptions:

Refunds will NOT be provided for any of the following items:

1. Shipping and handling costs related to the purchase.
2. Help Desk costs and time related to the purchase.
3. Custom programming costs related to the purchase.
4. Software support fees.
5. Software updates.
6. Demo software.
7. iFleet, Fleet and Smart Lead licensing.
8. 3rd party products (Dell OEM servers, Microsoft product licenses, etc.)