



Inline CRM Subscription Services Agreement

This agreement is between Inline Data Systems, LLC, (IDS), and the entity agreeing to these terms (**Customer**). It is dated as of the date IDS signs below.

1) EXTENDED WARRANTY/SERVICE CONTRACT QUOTING SOFTWARE AND FULFILLMENT SERVICE.

This agreement provides Customer access to a proprietary extended warranty/service contract software service as specified on the order and with the main functions and features below:

- Rating of products offered by Administrators
- Leads Management
- Sales and Marketing Reporting
- Automated Contract Generation and Data Transfer to Administrators and Finance Companies
- Sales Management

IDS will provide this functionality through a URL within a hosted server environment under the terms below (**Service**). This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement. Customer may allow its employees and contractors to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its employees and contractors.

2) USE OF SERVICE.

- IDS Responsibilities.** IDS (i) must provide customer support and training for the Service, (ii) maintain the data stores and service operating environment.
- Customer Responsibilities.** Customer (i) is solely responsible for Customer Data and all activity in its account in the Service, (ii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify IDS promptly of any such unauthorized access, and.
- Restrictions.** Customer may not (i) sell, resell, rent or lease the Service, (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third - party rights, (iii) interfere with or disrupt the integrity or performance of the Service, or (iv) attempt to gain unauthorized access to the Service or their related systems or networks.
- Customer Owned Data.** All data uploaded by Customer remains the sole property of Customer, as between IDS and Customer (**Customer Data**), subject to the other terms of this agreement. Customer grants IDS the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, Customer may export most of the Customer Data, in xls, tab delimited or csv format, or in a report in pdf or html format, using features within the Service.
 - Notwithstanding anything to the contrary in this agreement, if Customer ceases its operations, uses the Service in an illegal manner, or uses the Services in a manner that hinders or frustrates, the efficient operation of the administrator or finance company, or the





purpose of the vehicle service contract with the buyer, then Customer automatically authorizes IDS to disclose the necessary Customer Data to such administrator, finance company, or both, without liability to Customer.

e) **Customer Compliance with Laws.** Customer must perform its activities when using the Services (including without limitation, solicitation, creation, maintenance, servicing, and cancellation of all service contracts), in compliance with all applicable federal, state and local laws, rules, regulations, orders, other directives of any kind and industry best practices (**Laws**). In addition, Customer must ensure that the service contract along with any and all other agreements, forms, disclosures, instruments, notices and solicitations presented to a consumer conform with all Laws and contain all notices, requirements, and other disclosures required by any law. Customer must also ensure that their activities when using the Services abide by the PCI Compliance Guide Guidelines specified at pcicomplianceguide.org (including without limitation any documents uploaded to the hosted environment in the form of an FTP transfer or Uploaded Attachment).

f) **Pricing Data from Administrators.** IDS will make commercially reasonable efforts to:

- continually update the Service with current prices from the administrators (administrators are generally required to provide IDS with two weeks' notice of any price change)
- Interpret the class guides, rate guides, and underwriting guidelines from each administrator for purposes of the Service.

If available, IDS will, upon request, provide Customer with detail specification of the rates and classes in an excel spreadsheet, to help avoid any errors.

g) **Sharing of Information with the Vehicle Protection Association.** IDS will not provide any information to the Vehicle Protection Association

- a. without authorization from the Customer
- b. unless IDS contains knowledge of illegal activity being performed by the customer, for the purpose of self-policing the industry. Before information is provided to the Vehicle Protection Association, IDS will notify customer of such knowledge and allow 3 days to cease illegal activities.

h) **ADDITIONAL FEES BY ADMINISTRATORS.** CUSTOMER AGREES THAT THE RATE GUIDES, UNDERWRITING GUIDELINES, AND CLASS GUIDES ARE ALL SUBJECT TO QUALITATIVE INTERPRETATION AND AS SUCH THE ADMINISTRATORS MAY REQUEST ADDITIONAL FEES FROM THOSE QUOTED WITHIN THE SERVICE. CUSTOMER AGREES TO PAY THE ADMINISTRATOR FOR THESE ADDITIONAL FEES.





3) PAYMENT TERMS.

Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer agrees all invoices past the terms specified within the order will be subject to a late fee of 5%. Customer is responsible for the payment of all sales, commitment fees, use, withholding, VAT and other similar taxes (except for taxes based on the net income of IDS).

4) DISCLAIMER.

- a) IDS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE MAY BE INTERRUPTED OR CONTAIN AN ERROR. IDS DOES NOT GUARANTY THAT THE SERVICE CANNOT BE HACKED.
- b) CUSTOMER MAY RECEIVE DATA WITHIN THE SERVICE FROM THIRD PARTY DATA PROVIDERS. WHILE IDS USES DATA PROVIDERS IT BELIEVES ARE RELIABLE AND HAVE ACCURATE DATA, IDS DOES NOT GUARANTY THE AVAILABILITY OR ACCURACY OF SUCH DATA. IDS DOES NOT PROVIDE ANY TYPE OF FINANCE, COMPLIANCE OR LEGAL ADVICE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR THE RESULTS OF ITS ACTIVITIES WHEN USING THE SERVICE.

5) MUTUAL CONFIDENTIALITY.

- a) Definition of Confidential Information. Confidential Information means all information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). IDS' Confidential Information includes without limitation the Service and its parts and pricing (including without limitation the Service user interface design and layout).
- b) Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
- c) Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information.
- d) Disclosure Required by Law. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.





6) PROPRIETARY RIGHTS.

- a) **Reservation of Rights by IDS.** The software, workflow processes, user interface, designs, know-how, Licensed Software and Documentation (defined below), and other technologies provided by IDS as part of the Service are the proprietary property of IDS and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with IDS. IDS reserves all rights unless expressly granted in this agreement.
- b) **Customer Restrictions.** *Customer may not:*
 - Reverse engineer the Service
 - Remove or modify any proprietary marking or restrictive legends in the Service
 - Access the Service or user guide to build a competitive service or product, or copy any feature, function or graphic for competitive purposes

7) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

- a) **EXCLUSION OF CERTAIN DAMAGES.** IDS IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE).
- b) **LIMITATION OF LIABILITY.** EXCEPT FOR IDS' INDEMNITY OBLIGATIONS, IDS' LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

8) TERM, TERMINATION, RETURN OF DATA AND SUSPENSION OF SERVICE.

- a) **Term.** This agreement continues for the duration specified on the order (**Term**).
- b) **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

Actions upon Termination for Material Breach.

- Upon any termination as provided in 8(b) above by Customer, IDS must refund any prepaid and unused fees covering the remainder of the Term.
 - Upon any termination as provided in 8(b) above by IDS, Customer must pay any unpaid fees and other fees covering the remainder of the Term. The Service will also be terminated.
- c) **Return or Destroy IDS Property Upon Termination.** Upon termination or expiration of this agreement for any reason, Customer must pay IDS for any amounts owed through the date of termination or expiration, and destroy or return all property of IDS. Customer will confirm its compliance with this destruction or return requirement in writing upon request of IDS.
 - d) **Return of Customer Data.**





- Within 60-days after termination, upon request IDS will make the Service available for Customer to export the Customer Data, as described in Section 2(d).
 - After such 60-day period, IDS has no obligation to maintain the Customer Data and may destroy it.
- e) **Suspension of Service for Violations of Law.** If in good faith IDS believes that, as part of using the Service, Customer may have violated a law. IDS will contact the Customer of such knowledge and a timeframe of suspension to the service based on IDS interpretation of the seriousness of such knowledge. Upon suspension IDS will cease all access to the service and may remove applicable Customer Data. IDS may upon interpretation void suspension of service if customer provides proof that such information is inaccurate or not a violation of law.
- f) **Suspension of Service for Non Payment.** IDS may immediately suspend the Service and remove applicable Customer Data if invoiced payments become more than 60(sixty) days past due. Reasonable notification will be provided to Customer in such instance.

9) GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the State of Missouri, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state and federal courts for St. Louis Missouri. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any arbitration or litigation is entitled to recover its attorneys' fees and costs from the other party.

10) INDEMNITY.

- a) **By IDS for Infringement.** If a third-party claims that Customer's use of the Service (other than related to the Customer Data) infringes that party's patent, copyright or other proprietary right, IDS will defend Customer against that claim at IDS's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by IDS, provided that Customer:
- promptly notifies IDS in writing of the claim
 - Allows IDS to control, and cooperates with IDS in, the defense and any related settlement.

If such a claim is made, IDS could continue to enable Customer to use the Service or to modify it. If IDS determines that these alternatives are not reasonably available, IDS may terminate the Service (without any liability to Customer) upon notice to Customer and with the return of any prepaid and unused fees.

- b) **By Customer.** If a third-party claims against IDS that any part of the Customer Data infringes or violates that party's patent, copyright or other right, Customer will defend IDS against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that IDS:





- promptly notifies Customer in writing of the claim
- Allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

11) MISCELLANEOUS OTHER TERMS.

- Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.
- No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- Independent Contractors.** The parties are independent contractors with respect to each other.
- Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
- No Additional Terms.** IDS rejects additional or conflicting terms of any Customer form-purchasing document.
- Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.
- CISG Not Apply.** The Convention on Contracts for the International Sale of Goods does not apply.





Inline CRM Subscription Services Agreement Signature Page

Sign: _____

Name: _____

Title: _____

Date: _____

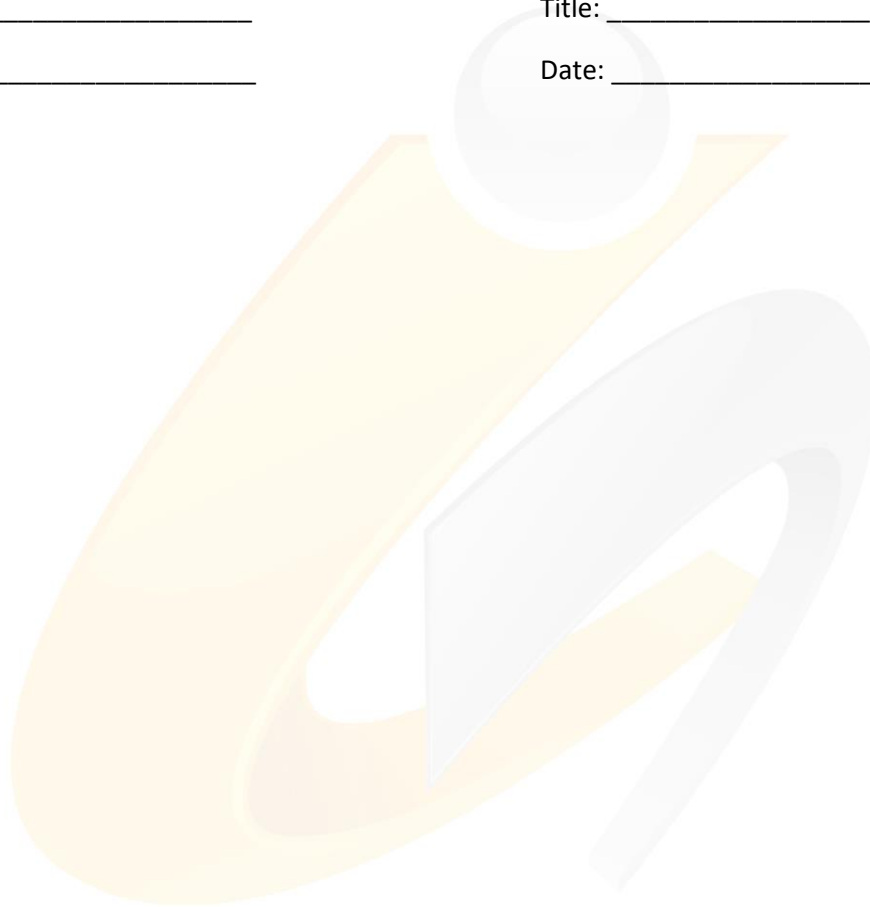
Inline Data Systems, LLC

Sign: _____

Name: _____

Title: _____

Date: _____





Inline Data Systems CRM for VSC Sales - Services Order Form

Fees			
Metric	Term	Payment Term	Price <i>(Price is determined based on relationship with Administrator)</i>
Per Service Contract Fulfillment	1 year with auto renew	Remitted by Administrator	All pricing is based on \$25 per funded Service Contract, with no Charge Back. Individual Administrator amounts reflect a net value of \$25 based on funding schedule and funding model.
			\$6.5 per reprint \$15 per Fulfilled M2M \$6 per Priority Mail \$2 above Fed Ex cost per Fed Ex Mail

Payments to Inline Data Systems:

IDS will seek payment from the administrator, but if for any reason the administrator does not pay the invoice within 90 days of the Service Contract effective date, then Customer will be invoiced and must pay the invoice within 10 days of receipt.

If a data migration is required, IDS will invoice Customer a refundable commitment fee of \$2,000 Due Upon agreement of order.

Additional programming charges may apply if programming outside of the Inline CRM's typical new database programming is required.

Renewals of this order:

This order renews for an additional 1 year, unless either party provides the other with notice of termination for its convenience at least [45] days prior to termination date.

Terms:

This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

Sign: _____

Name: _____

Title: _____

Date: _____

Inline Data Systems, LLC

Sign: _____

Name: _____

Title: _____

Date: _____

