

SPRING POINT™ SOFTWARE LICENSE AGREEMENT

(Hosted License)

IMPORTANT: By using the Spring Point products (the "Software") you are agreeing to be bound by the following terms and conditions. For a company subscribing to the Software service, the Agreement is made between the Software Developer and the company as represented by a person or persons acting on behalf of the Company and all associate users. Please read this software license agreement carefully before using the Software. By using the Software you are agreeing to be bound by the terms of this Software License Agreement. If you do not agree to the terms of this license, do not use the Software. If the Software or the associated license or both have recently been updated and you do not agree to these terms, you may cancel your subscription in accordance with the terms and conditions agreed to at time of original purchase or the most recent accepted update to the terms and conditions, whichever is more recent.

Developer has developed its Software products and marketed them under the names below and licenses to the Company a nonexclusive, non-transferable right to use the Software for its intended purposes on the terms set forth herein. Other features and software components may be added to the Software and may or may not have particular names. Such additions are also covered under this Agreement.

MotorBase ®	QM Wizard™	Spring Point Suite™
Mobile Paperwork™	List Manager™	Spring Point CRM™
Customer Web Portal™	MotorBase Payroll™	Equipment Manager™
Mobile Time Clock™	Frames for Windows™	My Shop Software™
Spring Point Dashboard™	Tracker™	Scheduler™

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License.

Developer hereby grants to Licensee a non-exclusive, non-transferable, and limited license to access and use the Software for Licensee's offices, divisions, or businesses located in the United States of America and in Canada as set forth in this Agreement. Licensee acknowledges that this is only a limited non-exclusive license and that the software is hosted by the Developer or its designated service provider which is accessible via the Internet. Licensee acknowledges and agrees that it shall have full responsibility for the availability and proper operation of networks and computing devices that its authorized users utilize to access the server hosting the Software. Developer is and remains the owner of all title, rights, and interests in the software. Should Licensee at any time desire to utilize the Software for offices, divisions, or businesses located outside of the United States and Canada, Licensee shall request approval for such use from Developer in writing. Licensee shall only utilize Software for offices, divisions, or businesses located outside of the United States and Canada upon obtaining written approval from Developer and only in those areas outside of the United States and Canada as approved in writing by Developer.

2. Restrictions.

This License permits Licensee to access and to use the Software in consideration for the payment of the licensing fees paid to Developer. Licensee shall not assign, loan, rent, sublicense, adapt, alter, modify, copy, duplicate, reproduce, decompile, disassemble, reverse engineer or create

SPRING POINT™ SOFTWARE LICENSE AGREEMENT

(Hosted License)

derivative works based on the Software, or transfer or convey the Software or any right in the Software to any party.

3. Fee.

In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer the fees quoted for the Software license, training, account setup, data transfer, and other applicable fees as set forth in a separate quote or services agreement signed by the Company and Developer, or as periodically updated by Developer.

4. Warranty of Title.

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.

5. Warranty of Functionality.

Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment and Internet connectivity. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Developer.

6. Software Maintenance.

Standard maintenance: Developer shall provide to Licensee any new, corrected, or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency, or ease of use of the Software, or additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software or separate or newly developed complimentary modules as defined by the Developer.

7. Payment.

Payment of the license, setup, and training fees set forth in Developer's quote shall be made by Licensee to Developer in accordance with the terms set forth in the quote and Special Notes section of this Agreement. Payment of any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within fifteen (15) days following invoice from Developer, unless otherwise agreed upon in writing. In the event any overdue amount owed by Licensee is not paid in accordance with the terms of the invoice, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one and one half percent (1.5%) per month on any overdue amount. All payments shall be made in US Dollars.

Non-payment: In the event Licensee fails to make required payment(s) for a period exceeding 60 days, Developer reserves the right to terminate this License immediately or to prevent Licensee

SPRING POINT™ SOFTWARE LICENSE AGREEMENT

(Hosted License)

access to the Software on the licensed server and multiple database locations, until all payment obligations have been satisfied.

8. Taxes.

In addition to all other amounts due hereunder, Licensee shall also pay to Developer, or reimburse Developer as appropriate, all amounts due for property tax on the Software and for sales, use, excise taxes, or other taxes which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

9. Warranty Disclaimer.

Except for the Developer's warranties expressly set forth in this Agreement, Developer hereby disclaims and Licensee waives all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The Software licensed hereunder may include certain third party software products ("Third Party Software") which require additional notices, disclaimers and/or terms and conditions. Such additional Third Party Software notices, disclaimers and/or terms and conditions are included with the Software and, to the extent applicable, are hereby made a part of and are incorporated by reference into this Agreement. By accepting this Agreement, Licensee is also accepting the applicable notices, disclaimers, terms and conditions, if any, set forth therein.

10. Limitation of Liability.

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, during the six (6) months preceding the event giving rise to such damages, regardless of whether Licensee's claim is based on contract, tort, strict liability and product liability, or otherwise.

Developer is not responsible for data (to include, but not limited to, criteria, tolerances, etc.) input by the Company, nor for information provided by the Company and input by Developer, nor for information presented by the Software based on inherent programming or calculations, nor for decisions made based on input or inherent data or Software results or calculations based on input or inherent data, nor for financial or other damages allegedly resulting from said decisions.

11. Developer's Rights

A. Licensee agrees to defend and indemnify Developer and hold Developer harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations or improper or unauthorized use of the Software.

B. Developer has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee.

SPRING POINT™ SOFTWARE LICENSE AGREEMENT

(Hosted License)

C. Licensee agrees to return to Developer or to destroy all copies of the Software and documents related to the Software upon termination of the License.

D. This License Agreement is valid without Licensee's signature and shall become effective upon the earlier of Licensee's signature or Licensee's use of the Software.

12. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Developer:

Spring Point Solutions
PO Box 7833
Portland, ME 04112
USA

If to Licensee (as on file with Developer):

Company Name
Address
City State Zip
Country (if outside the USA and Canada)

It is the responsibility of the licensee to keep address and contact information current with Developer.

13. Data Privacy and Authorizations

Licensee acknowledges that, in the course of providing software service and support, Developer will collect and use technical information as part of the product support services and may use this information to improve the Software, and its products and services, including the creation of new products and services. Developer may use derived or aggregated data but will not disclose this information in a form that personally identifies Licensee. Developer will take commercially reasonable precautions in accordance with industry best practices to maintain confidentiality of Licensee data.

14. Use of Names

Licensee may use trademarked names or logos belonging to Developer in sales presentations, press releases, and promotional materials including their website provided high quality images, when applicable, are utilized so as not to appear blurred or pixilated or deformed in dimensions or any other way, and so as not to degrade or misrepresent the Developer in any manner. Licensee shall cease or alter use of Developer's name or logo upon written request by Developer as specified in the Developer's request. Likewise, Developer may use names and logos of Licensee in sales presentations, press releases, and promotional materials including their website provided high quality images, when applicable, are utilized so as not to appear blurred or pixilated or deformed in dimensions or any other way, and so as not to degrade or misrepresent the Licensee in any manner. Developer shall cease or alter use of Licensee's name or logo upon written request by Licensee as specified in the Licensee's request.

SPRING POINT™ SOFTWARE LICENSE AGREEMENT

(Hosted License)

15. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Maine.

16. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

17. Final Agreement.

This Agreement along with the signed Letter of Engagement (if applicable) and accepted Quote replaces and supersedes all prior understandings or agreements relating to the subject matter covered herein. This Agreement may be modified, supplemented, or amended only by a further writing that is duly executed by both parties. Additionally, the Developer may, from time to time, update the Software license terms and conditions, in which case the Developer shall make the updated terms and conditions available to the Licensee via notice, email, or via the Software itself. Continued use of the Software on the part of the Licensee constitutes acceptance of the updated terms and conditions. This Agreement shall be binding upon and insure to the benefit of the Licensee and Developer and their respective successors and permitted assignees. Nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship. Developer and Licensee are acting as independent contractors.

In the event a conflict exists between the contractual documents, precedent shall be given according to this order:

- A. Current Terms and Conditions in force at the discovery of the conflict
- B. Accepted Quote (when more than one Quote exists, the most recent Quote shall take precedence).
- C. This License Agreement
- D. The Letter of Engagement (if applicable)
- E. Any other attachments in the order in which they are attached to this document

18. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

19. Training and Technical Support

In conjunction with the subscription purchased from Developer by Licensee, Developer provides a reference library covering the major functionalities of Software along with access to electronic media instructions intended to be utilized by Licensee to gain understanding in the use of the Software. If desired, online training can be conducted by Developer for Licensee on a fee-for-service basis according to current or quoted rates whichever is in effect at time of Licensee's request for said service. Technical support for Software is available to Licensee from Developer and is accessed via email at Support@SpringPT.com (unless Licensee is directed otherwise by Developer) Monday through Friday (excluding holidays) during the hours of 8:00 am until 4:00 pm, Eastern time.

SPRING POINT™ SOFTWARE LICENSE AGREEMENT

(Hosted License)

20. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

21. Special Notes.

A. All prices in this agreement, including those in sales material, quotes, and contractual documents are in US Dollars.

B. If Licensee decides to stop using Software at any time, Licensee shall provide written notice to Developer 30 days in advance of the termination date. Developer will provide to Licensee a single, exportable version of the data, along with the ability to export data from reports to excel or a raw copy of the data in SQL Server format, as determined by the subject Software, provided all required payments by Licensee have been made in accordance with Section 7 of this document. Hourly fees apply.

C. Upon request from Licensee, Developer will provide Licensee with the ability to create backup copies of their data. Additional fees may apply.

D. The terms and conditions of this agreement apply to all Developer products specifically noted in this agreement as well as any interface software or application programming interface (API) products developed by or provided by the Developer.