

## TOOLSTATS® APPLICATION USER SUBSCRIPTION AND LICENSE AGREEMENT

### Preamble

This ToolStats® Application User Subscription and License Agreement (this "Agreement") is made by and between DIFR-TEK DIGITAL, LLC d/b/a CaptureMore, a Michigan limited liability company (the "Licensor") and the individual, trust, corporation, limited liability company, partnership, sole proprietorship, joint venture, business division, business trust, estate, cooperative, unincorporated association, or other entity, whether or not a legal entity, or any government or department, instrumentality, political subdivision or instrumentality of or exercising the authority of government (each a "Person" or "person") identified on the Signature Page to this Agreement as the "Licensee", on or effective as of the date of the last signature set forth on the Signature Page to this Agreement (the "Date of this Agreement"). Licensor and Licensee are collectively referred to as the "Parties", and each is a "Party".

### Introduction

Licensor is the successor by merger of DIFR-TEK DIGITAL, LLC d/b/a CaptureMore, a Michigan limited liability company, into Licensor. Licensor owns or has the right to license a proprietary web-based software application (the "Application") for the remote tracking, storage, management and retrieval of asset data and information (the "Data"). Such use of the Application is referred to as the "Permitted Use". The Licensee desires that the Licensor grant to the Licensee a limited, non-exclusive license to use the Application for the Permitted Use in accordance with and subject to the terms, conditions and limitations of this Agreement.

### Agreement

Therefore, the Parties agree as follows:

#### 1. Grant of License

1.1 Subject to the terms and conditions of this Agreement, Licensor grants to the Licensee for the Term of the License the limited, non-exclusive, non-transferable and non-assignable license and authority (the "License") to use the Application as now in effect or as the Application may be modified by all Released Improvements from time to time within the discretion of Licensor. The License will automatically terminate without further action or notice upon the expiration or termination of this Agreement for any reason and under any circumstances.

1.2 Licensee acknowledges that the License is non-exclusive. Therefore, Licensor shall have the right to grant one or more Licenses to any Persons as determined by Licensor in its discretion, on such terms as the Licensor shall determine.

#### 2. Limitations on Use

2.1 Licensee shall not have the right or authority to sell, re-sell, sub-license, assign or transfer the License or any of its rights or obligations under this Agreement.

2.2 Licensee shall, at all times, use the License only for its intended purposes (i.e., the Permitted Use) and in compliance with all applicable international, national, state and local laws, regulations, ordinances, rules, administrative and regulatory decrees, consent decrees, judgments and orders (the "Applicable Laws").

2.3 Licensee acknowledges and agrees that, as between Licensee and Licensor, Licensor has, and Licensee shall not challenge or otherwise object to Licensor having, all rights, title and

interest in and to the Application, all code embodied or imbedded in the Application (the "Code"), and all manuals, forms, implementation and troubleshooting guides and other documentation explaining or otherwise relating to the Application whether oral or written, whether on paper, film, analog or digital disk or tape, audio disk or tape, compact disk, tape, hard drive, compact flash, smart disk, memory stick, or any other form of storage or media now in use or later created (the "Documentation"), subject only to the Licensee's License under this Agreement. Without limitation on the generality of the foregoing, Licensee shall not challenge or otherwise object to the scope of any trademark, trade name, service mark, service name, patent, copyright, domain, slogan, logo, invention, discovery, improvement, design, prototype, drawing, specification, formula, confidential and proprietary information, trade secret, knowhow, technology, or other intellectual property or property right, whether or not registered, or any applications for any of the foregoing, whether now existing or later known or later developed or discovered, for, embodied within, comprising or concerning the Application and all future Improvements to the Application (collectively, the "Knowhow"). All rights, title and interest in and to the Application and the Knowhow are and shall be the sole and exclusive property of Licensor. Nothing in this Agreement shall be deemed to vest in Licensee any rights, title or interest in or to the Application or Knowhow other than the limited License expressly granted hereunder. The Knowhow includes, without limitation, the Code.

2.4 Licensee shall use the Documentation only for the purpose of making use of the Application in compliance with the License. Licensee shall not copy, duplicate or distribute the Documentation.

2.5 Licensee shall not modify, alter, change, sever, duplicate, create, sell, loan, lease, rent, transfer or assign, or otherwise authorize any third party to use, modify, alter, change, sever, duplicate, create, sell, loan, lease, rent, transfer or assign, the Application and/or Knowhow.

2.6 Licensee shall not disassemble, reverse engineer, deconstruct, decompile or otherwise attempt to derive the Code or other Knowhow of the Application, whether in whole or in part. Licensee shall not infringe upon the Knowhow.

2.7 Licensee shall not have the right, authority or obligation to enforce or prosecute claims of infringement involving the Knowhow. Licensee shall promptly notify Licensor if it becomes aware of any claim of infringement of the Knowhow on the rights of any Person, or the infringement by any Person on the rights of Licensor in the Knowhow.

2.8 Licensee will not remove, conceal, eliminate or cancel any copyrights, trademarks, service marks, confidentiality or other proprietary notices or markings appearing on or embedded within any of the Application, any output generated from the Application in any form, and/or the Documentation.

2.9 Licensor will exercise commercially reasonable efforts at all times to maintain the confidentiality of the Knowhow, and will not directly or indirectly disclose all or any part of the Knowhow or other confidential or proprietary information of the Licensor to any Person (collectively, the "Confidential Information") other than to Licensee's members, managers, shareholders, directors, officers, employees, agents, affiliates, lenders or advisors (such Persons being "Representatives") who have a need to know the Confidential Information for the purposes of facilitating Licensee's permitted use of the License; provided, Licensee will be liable to Licensor for any breach of confidentiality by Licensee's Representatives. Licensee agrees to maintain the confidentiality of the Confidential Information under no less a standard of confidence than Licensee maintains for its own confidential and proprietary information, without lessening the obligations set forth in this Agreement. If any Confidential Information is transmitted electronically, Licensee shall maintain and assure the confidence of the Confidential Information by using or otherwise applying firewalls, internal access or use restrictions or passwords, and encryption or other security measures.

2.10 Licensee acknowledges that, to access and make use of key functions and utilities

of the Application, Licensee will access Licensor's proprietary web domain (the "Website"). When accessing or making use of the Website, Licensee agrees to comply with all privacy and other terms of use published on the Website, as in effect from time to time. In addition, without limitation thereof, Licensee agrees to comply with the terms and conditions of use set forth in the Disclaimer attached as Exhibit A to this Agreement.

### 3. Improvements

3.1 Licensor reserves the right to make revisions, improvements, betterments, advances, enhancements, modifications, additions, upgrades, conversions, changes, replacements or next-generation versions or new releases of the Application (the "Improvements") at any time, with or without notice to Licensee, within the discretion of Licensor. All Improvements to the Application, whether created or developed by the Licensor or Licensee, will be the sole and exclusive property of the Licensor. To the extent that any such Improvements are created or developed by Licensee, either alone or with others, such creation or development shall be deemed a work for hire under Applicable Law for the benefit of Licensor (the "Work").

Licensee grants and assigns to Licensor, its successors and assigns, all of the Licensee's rights, title, and interest in and to the Work, if any, throughout the world, including, but not limited to, the right to make, use, enforce and sell such Work. If, promptly after Licensor's request, the Licensee refuses to sign and deliver any and all agreements, documents and instruments necessary or convenient to implement such assignment, Licensor shall thereupon have, without further action or notice, an irrevocable power or attorney coupled with an interest to sign, execute and deliver such agreements, documents and instruments for the purpose of such assignment, for and in the name of the Licensee.

3.2 Licensor, within its sole discretion, shall determine whether or not any Improvements shall be released onto the Website and made available to Licensee for the Permitted Use (the "Released Improvements").

### 4. Subscription

4.1 In consideration of the License, Licensee shall pay to Licensor a periodic subscription based license fee or fees for the subscription period or periods applicable (each a "Subscription Period") in accordance with the fee schedule set forth and as it may be adjusted from time to time on the Website (the "License Fees"). The License Fees will be payable in the manner provided on the Website. Payment of the License Fees will permit the use of the License for the Permitted Use only for the Subscription Period. Licensor shall have the unilateral right to change all License Fees (and to unilaterally amend the Website), at any time and without prior notice to Licensee; provided, if such increase occurs within a Subscription Period, the increase will not be effective until the first day of the next Subscription Period.

### 5. Term and Termination

5.1 Subject to termination as hereinafter provided, this Agreement will remain in effect so long as Licensee continues to make use of the Application and pay its License Fees. Each reference in this Agreement to the "Term" or "term" shall mean the effective Subscription Period of the License while this Agreement remains in effect.

5.2 If Licensee Party is in breach of this Agreement, Licensor shall have the right to terminate this Agreement if such breach is not cured within thirty days after receipt by Licensee of written notice thereof from the Licensor (the "Cure Period"); provided, if such breach is of such nature that it cannot reasonably be cured within thirty days, then the Cure Period will be extended by up to thirty additional days (i.e., the Cure Period shall be up to sixty days in total) if the Licensee commences to cure the breach (and gives written notice to the Licensor of its intent to cure the breach) within the initial thirty

days of the Cure Period and thereafter diligently and continuously pursues such cure to completion and such breach is cured to completion prior to the expiration of the extended Cure Period of sixty days. The Parties agree that, notwithstanding the foregoing, the Cure Period will never be extended (and will always be no more than thirty days in duration) in the event that the Licensee fails to pay any fees or charges due under this Agreement as and when due or in the event of any breach not capable of being cured within the Cure Period. The Parties acknowledge and agree that a breach of Sections 2.5, 2.6 and/or 2.9 shall be deemed to be breaches which are not capable of being cured within the Cure Period.

5.3 Upon the effective date of the expiration or termination of the Term of the License, whether under Section 5.1, 5.2 or occurring under any other circumstances, Licensee shall immediately discontinue the use of the Application, and shall promptly return to Licensor all Documentation and other information and materials incorporating, expressing, explaining, relating to, identifying, giving instruction regarding, transmitting or otherwise disclosing the Confidential Information or Knowhow, whether in written, visual or electronic form, without regard to the type of media on which recorded or transcribed.

5.4 Notwithstanding the termination of the License, the rights and obligations of the Parties under the following provisions of this Agreement shall survive such termination and shall remain binding upon the Parties: Sections 2.1, 2.3 - 2.9, 3.1, 5, 6, 7 and 8.

## 6. Limited Warranty

6.1 Licensor warrants only (the "Express Warranty") that Licensee shall be able to use the Application, in normal use and subject to any Released Improvements, for the then current Subscription Period.

6.2 EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 6.1 OF THIS AGREEMENT, LICENSOR DISCLAIMS AND DOES NOT MAKE, AND LICENSEE DOES NOT RECEIVE, ANY WARRANTIES OF ANY KIND OR NATURE CONCERNING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, APPLICATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE, OR VALUE. WITHOUT LIMITATION ON THE GENERALITY OF THE FOREGOING, LICENSEE DOES NOT WARRANT THAT THE APPLICATION WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

6.3 LICENSOR'S ENTIRE LIABILITY, AND LICENSEE'S EXCLUSIVE REMEDY, FOR A BREACH OF THE EXPRESS WARRANTY SET FORTH IN SECTION 6.1 OF THIS AGREEMENT, WILL BE AS FOLLOWS: IF LICENSOR IS UNABLE TO MAKE THE APPLICATION FUNCTIONAL WITHIN SIXTY DAYS, LICENSOR SHALL, AT THE WRITTEN REQUEST OF LICENSEE, REFUND TO LICENSEE THE THEN REMAINING PRORATED PORTION OF THE LICENSE FEES APPLICABLE TO THE PRORATED REMAINDER OF THE THEN CURRENT TERM. IN THE EVENT OF SUCH REFUND, THE LICENSE SHALL THEN BE DEEMED TO HAVE TERMINATED.

6.4 UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF THE LICENSOR TO THE TO THE LICENSEE, THE LICENSEE'S REPRESENTATIVES, THE LICENSEE'S INVITEES, THE LICENSEE'S USERS OR ANY PERSON MAKING A CLAIM ON BEHALF OF OR THROUGH THE LICENSEE, UNDER OR PURSUANT TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT FOR THE THEN CURRENT TERM. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR OTHERWISE PROVIDED UNDER APPLICABLE LAW (OTHER THAN A PROVISION OF APPLICABLE LAW WHICH CANNOT LAWFULLY BE WAIVED) TO THE CONTRARY, LICENSEE AGREES THAT UNDER NO CIRCUMSTANCES WILL LICENSOR HAVE ANY LIABILITY TO THE LICENSEE, THE LICENSEE'S REPRESENTATIVES, THE LICENSEE'S INVITEES, THE LICENSEE'S USERS OR ANY PERSON MAKING A CLAIM ON BEHALF OF OR THROUGH THE LICENSEE, UNDER OR PURSUANT TO THIS

AGREEMENT INCLUDING WITHOUT LIMITATION BY REASON OF A BREACH OF WARRANTY, BREACH OF CONTRACT, SOFTWARE FAILURE, LICENSOR'S PERFORMANCE OR NONPERFORMANCE, TORT, NEGLIGENCE, MALFEASANCE OR MISFEASANCE, STRICT LIABILITY OR UNJUST ENRICHMENT, FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF ENTERPRISE VALUE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF USE OF PROPERTY, LOSS OF ECONOMIC ADVANTAGE OR ANY OTHER CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, TREBLE OR PUNITIVE DAMAGES, EVEN IF THE LICENSOR HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

7. Force Majeure. Neither Party shall be held liable or responsible to the other for its breach of this Agreement or its nonperformance, nor be deemed in breach of this Agreement, to the extent attributable to, and for so long as such breach or failure continues by reason of, causes outside the reasonable control of such Party including, but not limited to, fire or smoke; floods, tornados, hurricanes, lightning, storms or other acts of nature; power, water or fuel outages, shortages or disruptions; labor strikes, work stoppages, walkouts or labor disturbances; acts of civil or military authority, insurrection or riot, war, acts of terror, civil disobedience, civil unrest or embargoes; or transportation shortages, transportation accidents or delays in transportation (each a "Force Majeure Event"). Notwithstanding the foregoing, a Force Majeure Event shall not excuse or waive payment by Licensee of any fees, charges or other amounts due from Licensee to Licensor under this Agreement, even if the timing of such payment is extended by reason of the Force Majeure Event. Also notwithstanding the foregoing, if the Force Majeure Event continues for a period of more than one- hundred twenty (120) days, either Party shall have the right to terminate the License by written notice to the other.

#### 8. General Terms and Conditions

8.1 All Exhibits to this Agreement which are referred to in this Agreement constitute an integral part of this Agreement and are incorporated in this Agreement by reference.

8.2 Any notice or other communication required or permitted under this Agreement shall be sent or delivered either in person, by personal delivery or courier, including delivery by any nationally recognized overnight delivery service; by mail, postage prepaid; or by facsimile or email. Each such notice or other communication will be deemed given upon the first to occur of receipt or the refusal to accept receipt by the addressee or the addressee's employees or agents. Notice shall be delivered to the Parties at their respective addresses as set forth in Exhibit B to this Agreement; provided, each Party shall have the right to change its own address for notice purposes by a written change of address notice properly given in the manner otherwise set forth in this Section 8.2.

8.3 Except to the extent expressly and specifically provided to the contrary in this Agreement, no delay or failure on the part of any Party in exercising any right, power, or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence. Except to the extent otherwise expressly set forth in this Agreement to the contrary, no single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified in such writing.

8.4 This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns; except, Licensee may not assign, sell or transfer the License or this Agreement or any rights, obligations or interests arising under this Agreement.

8.5 No Person who is not a Party to this Agreement (or permitted assignee) will have the right to benefit from or enforce this Agreement against any other Party, whether as a third party

beneficiary or otherwise.

8.6 This Agreement (including the Exhibits) constitutes the entire agreement between the Parties in connection with the subject matter of this Agreement, and supersede any and all other agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all oral or written inducements, representations or promises made by any of the Parties prior to the Date of this Agreement, and the Parties acknowledge and agree that they have not relied on any such inducements, representations or promises. For the avoidance of doubt, this Agreement supersedes the Prior Agreement.

8.7 This Agreement may not be modified or amended orally, by usage of trade or by contrary course of conduct, and may only be modified or amended in writing signed by all of the Parties to this Agreement.

8.8 Each reference to a day, week, month or year shall refer to a calendar day, week, month or year, as applicable. Whenever this Agreement requires performance or notice within a specified period of days, that period shall not include the day from which the period commences, and shall include the day upon which the period expires. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

8.9 The headings to the sections and subsections of this Agreement are inserted for reference only and are not to be either taken as limiting or extending the provisions of this Agreement, or given any effect on the construction or interpretation of this Agreement.

8.10 The Parties waive any applicable rule of construction which favors or gives the benefit of any doubt, uncertainty or ambiguity over the interpretation of this Agreement to the non-drafting Party.

8.11 Whenever the words "include", "includes" and "including" are used in this Agreement, such words shall be deemed to be followed by the words "without limitation".

8.12 All references to \$, dollars or Dollars shall refer to legal tender and currency of the United States.

8.13 The Preamble and Introduction Paragraphs set forth on Page 1 of this Agreement are incorporated within and made a part of this Section 8.13 by reference.

8.14 Unless otherwise expressly provided in this Agreement to the contrary, all references in this Agreement to any "Applicable Law" or "law" shall mean that Applicable Law or law as now in effect or as the same may be amended, modified, supplemented or replaced from time to time.

8.15 This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, and all of which taken together shall constitute one and the same instrument.

8.16 A facsimile, electronic image file, portable document format file or other copy of this Agreement will be effective as if an original.

8.17 Each Person signing this Agreement in that Person's representative capacity on behalf of any Party to this Agreement (the "Principal") represents and warrants to the other Party that such Person has the power and authority to sign, execute and deliver this Agreement on behalf of the Principal, and to bind the Principal to perform this Agreement.

8.18 This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the applicable Laws of the State of Michigan, notwithstanding the choice of law or conflicts of law provisions of the State of Michigan or any other jurisdiction.

8.19 The Parties stipulate and agree that all disputes or controversies arising pursuant to or in connection with the interpretation or enforcement of, or otherwise arising under, this Agreement will be exclusively resolved in the Oakland County, Michigan Circuit Court. The Parties expressly waive all objections each of them now has or may have to venue, whether based on inconvenience, residency, personal contacts, subject matter or any other reason. To the extent that any Party has or hereafter may acquire any immunity from the jurisdiction of such courts or from any legal process, howsoever occurring, that Party irrevocably waives such immunity.

8.20 EACH PARTY TO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY WAIVES ALL PRESENT OR FUTURE RIGHTS TO A JURY TRIAL ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EVEN IF SUCH RIGHTS ARE OTHERWISE PROTECTED BY APPLICABLE LAW.

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EXHIBIT A  
TO  
TOOLSTATS® APPLICATION USER SUBSCRIPTION AND LICENSE  
AGREEMENT

Disclaimer

[www.capturemore.com](http://www.capturemore.com) (the "Website") is owned and operated by DIFR-TEK DIGITAL, LLC d/b/a CaptureMore, a Michigan limited liability company (the "Site Owner", or "us" or "we"). The terms and conditions of this notice (the "Terms of Use") govern your visit to and use of the Website, as well as all domains, blogs, discussion groups, forums or community pages linked from or referenced in the Website (collectively, the "Site"). By using the Site, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, please exit from and do not use this Site.

1. The Site Owner reserves the right, within its sole discretion, to amend or supplement these Terms of Use at any time and without notice. You agree to review these Terms of Use periodically to check for any such changes. If you continue to use the Site after these changes are made, you are deemed to have agreed to such changes.

2. We also reserve the right, at any time and without notice, to change or discontinue any service, content, feature, product or service offered through the Site. We will not be liable to you or any others for any modification, suspension or discontinuance of the Site or of any service, content, feature, product or service offered through the Site. If you continue to use the Site after these changes are made, you are deemed to have agreed to such changes.

3. Although we may from time to time monitor or review postings, transmissions, and other communications on this Site, we are under no obligation to do so and assume no liability or responsibility for such content. We are not liable or responsible for any errors, omissions, falsehoods, defamation, libel, slander, obscenities, threats, pornography, profanity or other objectionable content posted by others on this Site or the websites linked from this Site. You agree that you will not post any such objectionable content on this Site. We will cooperate with all law enforcement and other governmental authorities, and will comply with all court orders, requesting or directing us to disclose the identity of anyone posting any objectionable content on this Site.

4. Your use of this Site is at your risk. Neither the Site Owner nor any other party involved in creating, producing or hosting this Site is liable for any direct, indirect, incidental, exemplary, consequential, special, punitive or other damages arising out of your access to or use of this Site or any of the websites linked from this Site. BY ACCESSING AND USING THIS SITE, YOU AGREE THAT NO PROMISE, GUARANTY, REPRESENTATION OR WARRANTY IS MADE TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING ANY CONTENT, FEATURE, PRODUCT OR SERVICE OFFERED THROUGH THE SITE. ALL CONTENT, FEATURE, PRODUCT OR SERVICE OFFERED THROUGH THE SITE IS OFFERED "AS IS," AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SITE OWNER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE CONTENT CONTAINED ON THE SITE. You assume the risk that your access to or use of this Site, including without limitation your copying, downloading or streaming of materials, data, text, images or audio from this Site, will infect your computer equipment, software or data with a virus or worm; replicate or copy data onto your hard drive; replicate, copy or capture data from your hard drive; or otherwise cause damage to your computer equipment, software or data.



5. You should assume that all content that you see, hear or read on this Site is subject to copyright and/or trademark protection. All content displayed on this Site, and all trademarks, logos, trade names and service marks displayed on this Site, whether or not registered, belong exclusively to the Site Owner or are displayed by the Site Owner with permission from others. The use of this content, including images, sound files and/or written text, by you or anyone else authorized by you is prohibited unless specifically permitted by these Terms of Use or with the prior written consent of the Site Owner. Any unauthorized use of this content may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes, and may subject you to prosecution or civil liability. You may only download or copy the contents of this Site for your personal use in the manner intended by this Site, provided you must also retain all displayed copyright, trademark and other proprietary notices. You may not reverse engineer, distribute, modify, transmit, reuse or re-post the content of this Site. You may not copy, reproduce, modify, sell, distribute, re-transmit, display, perform, circulate, transfer, broadcast, create derivative works from, publish, or use this Site or any content on this Site for any commercial or unlawful purpose.

6. You understand and agree that this Site uses third party servers, browsers and software to transport, transfer and display data and communications. The Site Owner disclaims on its own behalf and on behalf of all third party service providers any liability (including, without limitation, for lost profits, loss of data, loss of goodwill, loss of time, loss of opportunity and other consequential, incidental and/or punitive damages) on account of any partial or total disruption in service and/or the interception (or "hacking") of any data transmitted by or to you, whether caused by communication line failures, systems failures, human error, malicious software (including, without limitation, a virus, worm, Trojan horse, malware, spyware, adware, phishing or replicating program, or lockout or expiration code) or other causes, whether within or outside the control of the Site Owner. We are also not responsible for any access costs which you may incur to access the world wide web and/or the Site.

7. If you have any claim against the Site Owner, that claim must be brought within six (6) months after the claim first arises, otherwise that claim will be forever barred and waived.

8. This Site may include links to, and/or advertisements for, other web sites, services or products. By providing these links and/or advertisements, we do not endorse these other web sites (including any content provided there), services or products. We make no representations or warranties, whether express or implied, concerning the accuracy, timeliness or completeness of any such content and/or the safety, merchantability, fitness for any particular purpose or value of any such services or products. Your use of third party web sites is at your own risk and subject to the terms and conditions of use for such web sites. Without limitation on the generality of the foregoing, we do not warrant that your access or use of any web site linked from our Site will not subject your computer or other internet access equipment to a virus, worm, Trojan horse, malware, spyware, adware, phishing or replicating program, or lockout or expiration code. We make no representation or guaranty that hyperlinks are or will be fully operable.

9. You acknowledge and agree that you are responsible for all content and material you submit (a "Submission"), and you (not the Site Owner) will have full responsibility and liability for such content and material. By making a Submission, you represent and warrant to the Site Provider that the Submission will not

(a) infringe on the copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person; (b) violate any applicable law, statute, ordinance or regulation including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising; (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; and/or (d) contain any virus, worm, Trojan horse, malware, spyware, adware, phishing or replicating program, lockout or expiration code, or other programming routines or codes that are intended to cause, or will have the effect of causing, any surreptitious or overt interception, copying, use or damage of, or interference with, any systems or data. If any of these representations or warranties are false, you agree to indemnify and hold harmless the Site Owner and its owners, officers, employees, successors, assigns

and affiliates from and against all resulting claims, damages, costs and liabilities. You further agree to indemnify and hold harmless the Site Owner and its owners, officers, employees, successors, assigns and affiliates from and against all claims, damages, costs and liabilities incurred by or asserted against any one or more of them, resulting from your Submissions and/or your use of the Site.

EXHIBIT B  
TO  
END USER LICENSE AGREEMENT

Notice Addresses

If to Licensor:

DIFR-TEK DIGITAL, LLC d/b/a CaptureMore  
418 N Main St  
2nd Floor  
Royal Oak, MI 48067

If to Licensee: