

RENTAL PRO CLUB SOFTWARE LICENSE AGREEMENT

Effective September 26th, 2018

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1. CONDITIONAL LICENSE.

1.1. LICENSE GRANT:

Subject to your compliance with the terms and conditions of this EULA, Rental Pro Club grants you a non-exclusive, non-transferable right to use the executable code version of the Software for your use solely in connection with work you perform on or through the Site.

1.2. RESTRICTIONS ON USE:

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2. DISCLAIMER OF WARRANTIES.

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THE SOFTWARE IS PROVIDED BY RENTAL PRO CLUB AND ANY OF OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS "AS IS," WITH NO WARRANTIES WHATSOEVER. RENTAL PRO CLUB EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. COMPUTER PROGRAMS ARE INHERENTLY COMPLEX, AND THE SOFTWARE MAY NOT BE

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2.2. PRIVACY DISCLAIMER:

TO THE FULLEST EXTENT PERMITTED BY LAW, RENTAL PRO CLUB DISCLAIMS LIABILITY IN THE EVENT OF THE UNAUTHORIZED ACCESS TO OR MISAPPROPRIATION OF YOUR PERSONAL INFORMATION OR PRIVATE COMMUNICATIONS BY THIRD PARTIES.

2.3. JURISDICTIONAL LIMITATIONS:

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE OR TO THE MINIMUM PRESCRIBED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

2.4. SURVIVAL OF DISCLAIMER:

The provisions of this Section 2 and of Section 3 shall survive the termination of this EULA, but this shall not imply or create any continued right to use the Software after termination of this EULA.

3. LIMITATION OF LIABILITY

3.1. LIMITATION OF LIABILITY:

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL RENTAL PRO CLUB, OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF THE SOFTWARE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (EVEN IF RENTAL PRO CLUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE, FROM THE PERFORMANCE OR MISPERFORMANCE OF THE SOFTWARE, FROM INABILITY TO USE THE SOFTWARE, OR FROM THE INTERRUPTION, SUSPENSION OR TERMINATION OF THE SOFTWARE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

3.2. DAMAGES CAP:

EXCEPT AS LIMITED BY APPLICABLE LAW, REGARDLESS OF THE BASIS FOR YOUR CLAIM, RENTAL PRO CLUB'S, LICENSORS' AND THIRD PARTY PROVIDERS' TOTAL LIABILITY UNDER THIS EULA SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT OF FEES PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM, OR ONE U.S. DOLLAR (\$1.00), WHICHEVER IS LESS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING PROVISIONS SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY FOR MONETARY DAMAGES IN RESPECT OF ANY BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY RENTAL PRO CLUB.

4. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless Rental Pro Club and its subsidiaries, affiliates, joint ventures, suppliers, officers, directors, shareholders, employees and agents, from any claim or demand made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of the Software or its features, any alleged violation of these terms, or any alleged violation of any applicable law or regulation. Rental Pro Club reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, but doing so shall not excuse your indemnity obligations.

6. NO NOTICE OF UPDATES.

Rental Pro Club reserves the right to modify or change this EULA from time to time without notice to You. The latest version will be available on the Site. Rental Pro Club also may update or modify the Software from time to time at its discretion. Your election to continue use of the Software, after the date of posting of these modifications to the EULA or to the Software constitutes acceptance of those modifications. If you do not agree with the modifications, do not use the Software.

7. EXPORT CONTROLS.

You are responsible for complying with trade regulations and both foreign and domestic laws. You acknowledge that the Software or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Syria or any other country subject to United States embargo; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or on the U.S. Commerce Department's Denied Party or Entity List; and (c) you will not export or re-export the Software to any prohibited country, person, end-user or entity specified by U.S. Export Laws.

8. TERM AND TERMINATION:

8.1. TERMINATION:

This EULA is effective as soon as you install, use, copy or distribute the Software and shall continue until it is terminated by Rental Pro Club or you, as provided for under the terms of this Section. Unless otherwise agreed to in writing with us, either you or we may terminate the contractual agreement represented by this EULA at any time upon notice to the other party. This

EULA, including without limitation your right to the Software as specified in Section 1, terminates immediately and without notice from Rental Pro Club if you fail to comply with any of its provisions. Upon termination you shall immediately discontinue use of and destroy the Software and all copies or portions thereof, including any master copy, and within ten (10) days certify in writing to Rental Pro Club that all copies have been destroyed.

8.2. SURVIVAL OF TERMINATION:

Sections 1.3, 2, 3, 4, 7, 8.2 and 9 of these terms will survive any termination of this EULA. The termination of this EULA does not limit Rental Pro Club's other rights it may have by law.

9. MISCELLANEOUS PROVISIONS.

9.1. SEVERANCE. WAIVER:

If for any reason a court of competent jurisdiction finds any provision or portion of this EULA to be unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force.

9.2. AUDIT.

You agree that, on Rental Pro Club's request, you will certify in writing your compliance with the terms of this EULA.

9.3. ASSIGNMENT.

You may not assign this EULA or sublicense, assign, transfer or delegate any right or duty hereunder, without the prior written consent of Rental Pro Club, at our sole discretion. Notwithstanding the foregoing, Rental Pro Club may assign or transfer this EULA or any rights granted hereunder without your prior consent. This EULA is binding on and will inure to the benefit of the parties successors and permitted assigns.

9.4. ENTIRE AGREEMENT.

This EULA and the terms expressly incorporated by reference herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.