



Terms and Conditions

TERMS OF SERVICE

Autosoft Inc., a Pennsylvania corporation having its principal place of business at 61 Executive Court, West Middlesex, PA 16159 ("**Autosoft**"), and the party ("**Customer**" or "**You**") placing an Order (as defined below), agree that these Terms of Service, including any applicable Related Terms (as defined below), shall govern any Products and Services (as defined herein) provided to You by or on behalf of Autosoft pursuant to such Order and to any future Order. In addition, your continued use of any Products and Services first purchased from Autosoft or an Autosoft Reseller (as defined below) in the past shall constitute your acceptance of these Terms of Service in their entirety with respect to such Products and Services in lieu of any prior terms that may have applied to such Products and/or Services. If you do not accept these Terms of Service, you must immediately notify Autosoft in writing and discontinue all use of the Products and Services.

1. **DEFINITIONS.** (a) "**Software**" means any and all Autosoft computer programs provided to Customer, or to which Customer is given access as a service, prior to, on or after the Effective Date, together with all bug fixes, updates, modifications and enhancements (if any) as may, from time to time, be made generally available by or on behalf of Autosoft, in each case including any associated user documentation and other written materials. (b) "**Maintenance and Support**" means maintenance and support services purchased by Customer and provided by or on behalf of Autosoft pursuant to its then-current maintenance and support policies applicable to Software, other than Software that is provided to Customer as a Web-based service (the "**Maintenance and Support Terms**"). (c) "**Professional Services**" means installation, implementation, configuration, training and other professional services purchased by Customer and provided by or on behalf of Autosoft. Professional Services excludes Maintenance and Support. Any Professional Services shall be described in a Professional Services Agreement executed in writing by the parties, or, in the absence of such agreement, such services shall be governed by the then-current Professional Services Terms posted at www.autosoftdms.com/termsandconditions. (d) "**Products and Services**" means, collectively, the Software, Maintenance and Support, and Professional Services that Customer may purchase and Autosoft may provide or cause to be provided pursuant to these Terms of Service. (e) "**Order**" means any document (typically Customer's purchase order form or Autosoft's standard printed or electronic

customer order form) that is signed or otherwise authorized or accepted by Customer and specifies the Products and Services that Customer seeks to obtain, or has in the past obtained, from Autosoft, including the applicable pricing, number of users and sufficient other information to complete the applicable transaction. (f) **“Supplemental Terms”** means the additional terms and conditions posted at www.autosoftdms.com/supplemental-terms/ that apply to you, if any. (g) **“Related Terms”** means, collectively, the Maintenance and Support Terms, Professional Services Terms and applicable Supplemental Terms. (h) **“Effective Date”** means the earlier of (i) the date of last signature of the first Order, (ii) the date on which each party accepts the first Order by electronic or other means, (iii) such other date as may be indicated in the first Order or otherwise agreed in writing by the parties, or (iv) the date of Customer’s acceptance of these Terms of Service by any other means, including acceptance by use of any Products or Services. (i) **“Authorized Reseller”** means a distributor, authorized reseller, or dealer authorized by Autosoft to distribute Software.

2. **ORDERING, PRICING AND PAYMENT.** All new Orders are subject to acceptance by Autosoft. Autosoft may reject any Order. Upon written acceptance by Autosoft, an Order shall be deemed to incorporate by reference these Terms of Service, and Autosoft shall be responsible for providing the Products and Services specified therein. In the event of any conflict between these Terms of Service and any term in an Order, these Terms of Service shall control. The fees and payment terms for the Products and Services shall be set forth in the applicable Order or otherwise agreed in writing by the parties. The monthly license fee payable for the Software may be adjusted by Autosoft from time to time on not less than 30 days’ notice to Customer. Additional payment terms may be set forth in the Related Terms. All fees are non-refundable. Customer shall be responsible for and shall pay all applicable taxes and duties, including sales, use, personal property, value-added, excise, customs, import, stamp, and any other similar taxes and duties, including penalties and interest, imposed by any federal, state, provincial, local or other authority in connection with these Terms of Service and the applicable Order(s), excluding taxes based on Autosoft’s net income. Overdue amounts will be subject to an interest charge equal to the lesser of 1.5% per month or the highest rate allowed by law. Customer shall reimburse Autosoft for any collection costs, including reasonable attorney fees and costs.
3. **LIMITED LICENSE AND RIGHT OF USE; LIMITATIONS.** Subject to these Terms of Service, Autosoft hereby grants you a limited, non-exclusive and non-transferable license to install and use the Software or, in the case of Software provided as a service, to access the Software via the designated Autosoft Web site, solely for your internal business purposes in accordance with Autosoft’s then-current documentation for the Software. You may use and access the Software only on equipment that is owned,

leased, or otherwise controlled by you. The Software may not be installed or used on a network or otherwise used concurrently or simultaneously by more than the number of users in your organization for which you have purchased and paid for a license.

4. **ADDITIONAL RESTRICTIONS ON USE.** You may not (a) copy, modify or otherwise use the Software, except as expressly authorized in these Terms of Service; (b) prepare derivative works of the Software; (c) distribute, lease, sublicense, lend, give, transfer, assign or otherwise make all or any portion of the Software available to or accessible by any third party, except as expressly authorized in these Terms of Service; (d) access, or allow a third party to access, any part of the Software for the purpose of attempting to probe, scan, or test the Software or any vulnerability thereof, or to breach or circumvent any security or authentication measures used by the Software, without Autosoft's written permission in each case; (e) allege, or assist any third party to allege, that the Software or any portion thereof infringes or constitutes a misappropriation of the intellectual property rights of other person or entity; or, (f) reverse engineer, decompile or disassemble the Software, or cause or allow discovery of the source code or underlying ideas or algorithms of the Software or attempt to do so. To the maximum extent permissible by law, you waive any rights that you may have to do any of the foregoing.
5. **LIMITED WARRANTY.** Autosoft warrants that the Software will perform substantially in accordance with the specifications set forth in the applicable documentation for a period of sixty (60) days from the date the Software is originally delivered to you; provided that the Software (a) has not been altered, unless such alteration has been approved by Autosoft in writing, (b) is installed on approved hardware and used with an approved operating system and (c) is operated in accordance with the applicable documentation. If notified of such nonconformity within the 60-day period, Autosoft, at its sole option, will (i) repair or replace any Software that does not operate in accordance with the specifications set forth in the applicable documentation; or, (ii) refund the fees paid by you for the Software and terminate these Software License Terms and the license granted herein, provided that you first return to Autosoft all copies of the Software and any accompanying materials, discontinue all use of the Software and delete all copies of the Software from your systems. These remedies are further subject to the condition that you provide Autosoft with information sufficient to allow Autosoft to reproduce the nonconformity. The foregoing warranty and remedies shall not apply with respect to Customer's use of the Software as a service or to any updates or upgrades of the Software provided to you by Autosoft.
6. **DISCLAIMER OF WARRANTIES.** Except for any warranties expressly set forth in these Terms of Service or the Professional Services Terms, ALL PRODUCTS AND SERVICES ARE PROVIDED HEREUNDER BY AUTOSOFT ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OR GUARANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AUTOSOFT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS,

WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OF ANY INFORMATIONAL CONTENT, AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, AUTOSOFT DOES NOT WARRANT THAT THE USE OF ANY SOFTWARE OR THE PROVISION OF ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, ERROR-FREE OR OTHERWISE MEET ANY SERVICE LEVELS OR OTHER METRICS.

7. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL AUTOSOFT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, LOSS OF DATA, REVENUE, PROFITS OR GOODWILL, COSTS OF LOST OR DAMAGED DATA, DOCUMENTATION OR EQUIPMENT, OR LIABILITY TO THIRD PARTIES) ARISING OUT OF OR RELATING TO THESE TERMS OF PURCHASE OR THE PRODUCTS AND SERVICES (INCLUDING THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY SERVICE BASED THEREON), EVEN IF AUTOSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT, NEGLIGENCE, TORT OR WARRANTY). WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL AUTOSOFT'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE APPLICABLE ORDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE RELEVANT EVENT(S) GIVING RISE TO SUCH LIABILITY. CERTAIN JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO CUSTOMER.
8. **OWNERSHIP.** All Software is licensed to Customer, not sold. Customer acknowledges that all rights, title and interest in and to the Software and any derivative works thereof, including any permitted copies and all associated copyrights, trade secrets, trademarks, patents and other forms of proprietary and intellectual property rights, belongs to Autosoft or its licensors. All rights not expressly granted herein are reserved by Autosoft and its licensors. You shall not remove, obscure or modify any copyright, trademark, or other proprietary or intellectual property rights notices contained in the Software or on any media embodying the Software.
9. **THIRD-PARTY SOFTWARE; HARDWARE AND SYSTEM REQUIREMENTS.** The Products and Services may include or be bundled with third-party software, the use of which by Customer is subject to additional terms and conditions provided by the licensors thereof. In addition, Autosoft may in its discretion agree to provide hardware and other non-software materials sourced from third parties (together with third-party software, the "**Third Party Materials**"). Any warranties set forth in the Related Terms do not apply to Third Party Materials. For the applicable warranty, if any, Customer

shall refer to the applicable terms and conditions governing the use of Third Party Materials. To the extent practicable without payment of additional fees by Autosoft, Autosoft will pass through to Customer any warranties provided by the relevant third-party vendors with respect to Third Party Materials. Unless otherwise specified in the applicable Order, Customer is solely responsible for supplying and maintaining, at its expense, all hardware, operating system software, connectivity and other system requirements for proper use of the Products and Services in accordance with its documentation, these Terms of Service, and applicable Related Terms.

10. TERM AND TERMINATION. The term of these Terms of Service shall commence on the Effective Date and shall continue in effect until the termination or expiration of all Orders. The term of each Order shall, unless otherwise specified therein, commence as of the invoice start date for such order and continue thereafter on a month-to-month basis unless and until terminated in writing by either party. Termination of month-to-month subscriptions will be effective on the last day of the next full month. The effective date will be determined once completed Cancellation Request Form is received by Autosoft. If an Order specifies an initial term rather than a month-to-month term (each such Order, a "Term Contract"), (a) such initial term shall commence as of the invoice start date for such Order, (b) such initial term shall automatically renew for successive additional 12 month periods unless and until terminated by either party by written notice delivered not later than 60 days prior to the end of the initial term or renewal term, as applicable, and (c) if Customer terminates these Terms of Service prior to the end of the initial term or renewal term, as applicable, it shall within 10 business days of the date of such termination, pay to Autosoft all fees that would have been due through the end of such initial term or renewal term, as applicable, in the absence of such termination, unless Customer has terminated for Autosoft's material breach of these Terms of Service that remains uncured 45 days after Customer's delivery of written notice thereof. Autosoft may terminate these Terms of Service or, at its option, suspend Customer's access to the applicable Products and Services, with or without notice to Customer, if Customer fails to pay any fees due to Autosoft under these Terms of Service, or any Order or other agreement between Customer and Autosoft, within 30 days of the applicable invoice date. Upon the termination of these Terms of Service for any reason, all amounts due to Autosoft hereunder (including any amounts due for the remainder of the initial term or renewal term, as applicable, of any Term Contract) shall become immediately due and payable, and Customer shall (i) immediately cease all use of the Products and Services; (ii) return to Autosoft all copies (partial or complete) of any Software and any accompanying materials in Customer's possession or under its control; and (iii) delete all copies of Software from its systems. The following Sections shall survive the termination or expiration of these Terms of Service for any reason: Section 1 and Sections 4-15.

11. **CONFIDENTIALITY; PRIVACY.** Customer acknowledges and agrees that the Products and Services are and contain confidential and proprietary information of Autosoft and its licensors, including without limitation, as to Software, the source code, structure, sequence and organization thereof. Neither Customer nor its employees or agents shall use or disclose such confidential or proprietary information to any third party, or otherwise allow any third party to use or access the Products and Services, except that Customer may allow its third-party contractors to use or access the Products and Services in accordance with these Terms of Service solely to the extent necessary for such third-party contractors to perform services for Customer and on Customer's behalf, provided that (a) such third-party contractors agree to be bound by these Terms of Service (including the confidentiality obligations and restrictions on use), (b) no such third party is a competitor of Autosoft, and (c) any act or omission by any such third party that would be a breach of these Terms of Service if such act or omission were made by Customer, shall be deemed to be a breach of these Terms of Service by Customer. Customer shall at all times comply, and be responsible for its employees' and agents' compliance, with Autosoft's Privacy Policy then in effect. The current Privacy Policy is posted at www.autosoftdms.com/privacypolicy. Notwithstanding the foregoing, Autosoft shall be permitted to reproduce, use, distribute and create derivative works of any data, without restriction, of Customer or any of its customers to which Autosoft properly has access, subject to applicable law and provided that such data is used by Autosoft only in aggregated and de-identified form.
12. **GOVERNING LAW; CHOICE OF FORUM.** These Terms of Service shall be governed by the substantive laws of the Commonwealth of Pennsylvania and applicable federal laws without giving effect to applicable conflicts of law provisions. Any action arising from or relating to these Terms of Service shall only be brought in a state or federal court of competent jurisdiction in the Commonwealth of Pennsylvania, and the parties irrevocably and unconditionally consent to such exclusive jurisdiction, forum and venue and agree not to assert any defenses of *forum non conveniens* or any similar defenses in opposition to the same. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION.
13. **LEGAL COMPLIANCE; THIRD-PARTY DATA; SECURITY; EMPLOYEE AND THIRD-PARTY ACTS.** Customer agrees to comply with all applicable federal, state, local and foreign laws and regulations ("**Laws**") in connection with its use of the Products and Services, including, without limitation, all Laws relating to use, storage, transmission and disclosure of personally identifiable information and other third-party data, and acknowledges that, as between the parties, Autosoft shall have no obligation or liability in this regard. Customer shall be responsible for managing password and credentials used in relation to the Products and Services by its employees and agents, including in relation to any mobile devices and applications that access or interface with such

Products and Services. Customer agrees to immediately inform Autosoft of any security breach, improper access, or loss or other compromise of any password, credentials or third-party data in connection with Customer's use of the Products and Services or access to any Autosoft systems. Without limitation of the foregoing, Customer agrees, represents and warrants that (i) it will obtain, at its sole expense, any third-party rights or permissions required in connection with any third-party data provided by Customer, including any use thereof by Autosoft pursuant to any agreement between the parties and (ii) any data that Customer inputs, processes or stores in or through any Autosoft system will not include any credit card data. Customer agrees to indemnify, defend and hold Autosoft harmless from and against any loss, cost, damage, claim or expense arising from any breach of this Section 13. By permitting an employee, agent or other third party to access or use any Product or Service, Customer agrees to be responsible for any act or omission of such employee, agent or other third party as if such act or omission were Customer's own, including any breach of Laws or of the terms of any separate license agreement or other agreement governing such access by means of a mobile device and/or application.

14. **INJUNCTIVE RELIEF.** Customer acknowledges that the use, copying, disclosure or dissemination of the Software, or the confidential or proprietary information embodied therein, or in any other Products and Services, in a manner not authorized by these Terms of Service, would cause irreparable harm to Autosoft that could not be fully compensated by monetary damages. Customer therefore agrees that Autosoft shall be entitled, in addition to any other remedies available to it at law or in equity, to such injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorized use, copying, disclosure or dissemination without the necessity of proving actual or irreparable harm and without the requirement of posting a bond or other security in connection therewith.
15. **MISCELLANEOUS.** (a) These Terms of Service, including any applicable Related Terms made a part hereof, constitute Autosoft's offer to provide Products and Services solely on the terms set forth herein and therein, which offer is subject to the condition that Customer accepts these Terms of Service in their entirety. If Customer has submitted (or hereafter submits) different, additional, or other alternative terms to Autosoft, whether through a purchase order or otherwise, Autosoft hereby objects to and rejects those terms. (b) To the extent that Autosoft or any Autosoft reseller is deemed to have formed a contract with Customer related to Products and Services (including previous versions thereof) prior to Customer's acceptance of these Terms of Service, these Terms of Service shall govern and shall be deemed to supersede any such prior terms in their entirety, notwithstanding any restrictions on modifications that may have been present in any such prior contract, and in no event shall Autosoft or any of its affiliates be liable for any obligation or liability of any Autosoft reseller. (c) These Terms of Service and the rights and obligations herein are personal to Customer, and

Customer may not, without the prior written consent of Autosoft (which may be withheld in Autosoft's sole discretion) transfer or assign the Products and Services, these Terms of Service, or any of Customer's rights or obligations hereunder, other than in their entirety in connection with a merger or sale of Customer's entire business or assets, to an entity that has agreed in writing with Autosoft to perform all of Customer's obligations and to pay any additional fees due to Autosoft as a result of any increase in such entity's number of users of the Software. (d) Customer agrees that Autosoft may refer to Customer as a customer on its websites and in its marketing materials and may provide Customer's contact information to Autosoft's partners. (e) In the event that any term or provision of these Terms of Service or any application thereof shall be deemed to be illegal, void, or unenforceable, then the same shall not affect the remaining portions of these Terms of Service or any other application of the same which are not determined to be illegal, void or unenforceable, which remaining provisions and any other such application shall survive and constitute the agreement of the parties. (f) The failure of either party at any time to require performance of any provision of these Terms of Service or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by either party of any breach of any provision of these Terms of Service or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Service. (g) Customer acknowledges that these Terms of Service, together with any Order accepted by Autosoft, constitute the complete and exclusive representation of Autosoft's agreement with Customer. No oral or written information given by Autosoft or on Autosoft's behalf shall create a warranty or collateral contract, or in any way increase the scope of these Terms of Service in any way, and Customer may not rely on any such oral or written information. (h) These Terms of Service may be modified only by a written instrument signed by an authorized representative of each party, except that Autosoft may in its sole discretion modify any of the Related Terms or its Privacy Policy at any time (with prospective effect only) by posting modified versions of the same to the url referenced in Section 1 or 8, as applicable. (i) Software licensed hereunder is commercial computer software and its documentation is commercial computer software documentation, which, if provided to any entity that is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, is provided only under the limited commercial license specified herein. (j) All notices or other communications required or permitted to be given hereunder shall be made in writing and shall be deemed made upon delivery to, as applicable, Autosoft at the address specified in the first paragraph of these Terms of Service, or the Customer at the address specified in the Order or, if none is so specified, at the last address provided by Customer to



Autosoft for billing purposes. (k) Nothing in these Terms of Service, the Related Terms, any Order, or any Statement of Work under the Professional Services Terms shall be deemed to create or evidence a partnership, joint venture or any other fiduciary relationship between the parties. The parties shall be and shall remain independent contractors at all times. (l) Each party acknowledges that it has had the opportunity to review these Terms of Service and any applicable Related Terms with legal counsel of its choice, and there shall be no presumption that any ambiguities shall be construed or interpreted against the drafter.

PROFESSIONAL SERVICES TERMS

These Professional Services Terms form a part of and are incorporated by reference into the Autosoft Terms of Service (the “**Terms of Service**”)

1. Capitalized terms shall have the meanings set forth or referred to in this Section 1, or in the Section in which they first appear. “**Deliverables**” means all software, documentation, data, content, technology and works created, utilized and/or provided by or on behalf of Autosoft in connection with the performance of the Services or otherwise in connection with these Professional Services Terms. “**Services**” means the professional services purchased by Customer and provided by or on behalf of Autosoft as detailed in one or more Statements of Work. “**Software**” has the meaning set forth in the Software License Terms. “**Statement of Work**” means a Statement of Work, Order, work order or other written document executed by Autosoft and Customer that describes the Services to be provided, including any additional requirements, specifications or other terms applicable thereto.
2. Autosoft will provide the Services to Customer as described in the Statement(s) of Work, on the terms and conditions set forth in these Professional Services Terms. Unless otherwise specified in a Statement of Work, all Services will be deemed accepted upon delivery. Customer acknowledges that Autosoft’s performance of Services is contingent upon Customer’s timely and effective performance of its responsibilities, including Customer’s timely decisions, approvals and cooperation. Customer agrees to grant any and all necessary authorizations and permissions, and to otherwise cooperate with Autosoft’s reasonable requests, including by providing access to relevant Customer systems, facilities and/or personnel, in connection with Autosoft’s provision and Customer’s receipt of the Services. Customer acknowledges that Autosoft may utilize subcontractors and other third parties to provide some or all of the Services. To the extent that any such third parties contract directly with Customer for any Services, Autosoft shall have no liability for such Services. A contract term does not exclude license fee adjustments unless specifically stated in the customer agreement.

3. **Fees, Expenses and Payment Terms.** Customer shall pay Autosoft for the Services as provided herein and in the applicable Statement of Work. If Customer does not pay invoices when due, Customer's right to receive Services will immediately terminate. Unless otherwise expressly stated in the applicable Statement of Work: (a) Services will be provided on a time and materials ("T&M") basis at Autosoft's T&M rates in effect at the time the Services are performed. If a dollar amount is stated in the applicable Statement of Work for T&M Services, that amount shall be deemed solely a non-binding estimate for Customer's budgeting and Autosoft's resource scheduling purposes. (b) Customer shall also reimburse Autosoft for all reasonable travel, food, lodging and other out-of-pocket expenses incurred in the performance of Services. (c) Customer shall pay all invoices for Services within thirty (30) days of the date of Autosoft's invoice.
4. **Rights in Deliverables.** As between Autosoft and Customer, Autosoft shall retain exclusive ownership of all right, title and interest in and to the Deliverables, including all intellectual property rights therein or related thereto. Conditioned upon Customer's timely payment of all fees and expenses due hereunder, all Deliverables will be deemed licensed to Customer pursuant to the same terms and conditions and subject to the same limitations and restrictions as are applicable to Customer's use of the Software as specified in the Terms of Service.
5. **Limited Warranty.** Autosoft warrants that the Services will be performed by qualified personnel in a professional manner, consistent with applicable industry standards. Customer's sole liability and Autosoft's exclusive remedy for breach of this warranty shall be re-performance of any part of the Services that are in breach of this warranty, subject to Customer providing Autosoft with written notice of any such breach promptly upon its discovery by Customer (and in any event not later than thirty (30) days from the date of performance of the relevant Services or portion thereof).
6. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, LOSS OF DATA, REVENUE, PROFITS OR GOODWILL, COSTS OF LOST OR DAMAGED DATA, DOCUMENTATION OR EQUIPMENT, OR LIABILITIES TO THIRD PARTIES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES (INCLUDING THE USE OR INABILITY TO USE THE DELIVERABLES), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT, NEGLIGENCE, TORT OR WARRANTY). WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CLIENT (FOR ALL CAUSES OF ACTION) EXCEED THE AMOUNT PAID BY CLIENT FOR THE APPLICABLE SERVICES. CERTAIN STATES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS

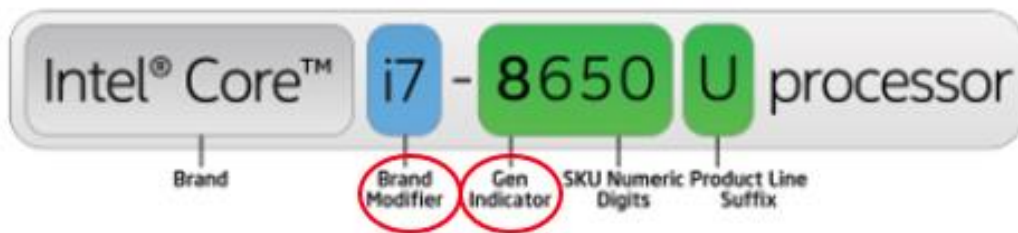
LIMITATION OF LIABILITY MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

7. **Term and Termination.** These Professional Services Terms shall become effective upon the Effective Date specified in the initial Statement of Work and continue until the earlier of (a) the termination of the Terms of Service or (b) termination of these Professional Services Terms in accordance with this Section 8. Customer may terminate these Professional Services Terms and/or any Statement of Work hereunder at any time by providing Autosoft with thirty (30) days' prior written notice. Autosoft may terminate these Professional Services Terms at any time by providing Customer with thirty (30) days' prior written notice, provided that any Statement of Work outstanding at the time of such termination by Autosoft shall continue to be governed by these Professional Services Terms until all Services thereunder have been rendered. These Professional Services Terms and/or any Statement of Work may be terminated by either party: (i) upon thirty (30) days' written notice of a material breach (including any failure to make any payment due hereunder on or before the due date), if such breach remains uncured at the expiration of such period; or, (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. A party's termination of these Professional Services Terms and/or any Statement of Work shall not limit such party's right to pursue any other remedies available to it, nor shall any termination relieve Customer of its obligation to pay all charges and expenses accruing prior to such termination. Any provision of these Professional Services Terms which, by its nature, would survive termination or expiration of these Professional Services Terms shall survive any such termination or expiration, including Sections 1, 3, 4, and 6.
8. **Force Majeure.** If either party is unable to perform any obligation (excluding any payment obligation) under this Agreement because of any matter beyond that party's reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either party), acts of local or central government or other competent authorities, problems with telecommunications providers, hostile network attacks or other events beyond a party's reasonable control (each, a "Force Majeure Event"), that party will have no liability to the other for such failure to perform; provided, however, that such party shall resume performance promptly upon removal of the circumstances constituting the Force Majeure Event.

MINIMUM AND RECOMMENDED HARDWARE/NETWORK REQUIREMENTS

	Minimum Requirements	Recommended Requirements
Workstation		
Operating System*	Microsoft Windows 10 Professional, 64-Bit	Microsoft Windows 10 Professional, 64-Bit
Processor	Intel i3-8XXX Processor or Equivalent (8th Gen)	Intel i5-10XXX Processor or Equivalent (10th Gen)
RAM	16 GB	16 GB+
Monitor Resolution	1366x768	1920x1080
Browser	Chrome, Firefox	Chrome, Firefox
HDD Type	SATA 3GB/s	SSD
HDD Space	100 GB	1 TB
Network		
Internet	Business Class, Static IP	Business Class, Static IP
Internet Speed	25 mbps download, 5 mbps upload	50 mbps download, 10 mbps upload
Switch	1000 mbps unmanaged	1000 mbps managed
Router/Firewall	Support for WAN, LAN	Support for WAN, LAN Wireless DMZ (customer network)
Infrastructure	Cat 5e	Cat 7
Server (Server Requirements do not apply for Dealerships using the hosted Autosoft DMS)		
Operating System	Microsoft Windows Server 2012 R2	Microsoft Windows Server 2016, 64-bit
Processor	Intel Xeon or equivalent	Intel Xeon or equivalent
RDP	Remote Desktop Access	Remote Desktop Access
HDD Type	SATA 3GB/s in RAID configuration	SSD in RAID configuration
HDD Space	200GB	1TB

*Autosoft DMS is certified and optimized to run on the Microsoft Windows platform (both client and server). It is not certified to run on operating systems other than Windows, including but not limited to iOS (Apple), Android, Linux, or others.



Supported Printers

Impact Printers (Required for Sales and F&I Only)

- Okidata 321, Turbo, USB Only
- Okidata 421, Standard USB
- Okidata 421N, Standard USB
- Epson FX-2190ii

Laser Printers

- Lexmark MS521dn
- Lexmark MS621dn
- Lexmark MS821dn
- Lexmark MS823dn
- Lexmark MS825dn
- Lexmark MX521de MFP
- Lexmark MX521ade MFP
- Lexmark CS521dn Color
- Lexmark CX522ade Color MFP
- Lexmark CX622ade Color MFP
- Lexmark CX625ade Color MFP

Thermal Printers

- Bixolon XD5-40t, Thermal/Lube, Oil & Filter Label Printer