OnlineVRB License Agreement

IMPORTANT -- READ CAREFULLY BEFORE ACTIVATING THE LICENSE AND/OR USING THIS SOFTWARE. By activating and/or using this software, you indicate your acceptance of the following Software License Agreement.

SOFTWARE LICENSE AGREEMENT
This software license agreement, including the Warranty and Special Provisions included in this package, is a legal agreement between you (either an individual or an entity) and Direct Link Corporation, Inc. (hereafter “DLC”). OnlineVRB.com is an on-line/Internet based electronic used vehicle record book system. Each dealer with an account on the system must agree to all of the conditions to continue use of this product. By using the software, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, your account will be immediately terminated, and all data associated with your account will be removed from our server.

I. GRANT OF LICENSE. This License Agreement permits you and your appointed employees to use the onlinevrb.com software program(s) located at our URL at onlinevrb.com (the "SOFTWARE") as long as your account is in good standing. The SOFTWARE is in "use" on a computer when it is loaded into the web browser of the user's computer.

II. COPYRIGHT. The SOFTWARE (including any images, "applets", photographs, animations, video, audio, music and text incorporated into the SOFTWARE) is owned by Direct Link Corporation (Manchester, NH), which, except as may be specified herein, at all times holds all rights of reversion to the SOFTWARE. The SOFTWARE is available under exclusive license to DLC, its agents and affiliates. The SOFTWARE is protected by United
States copyright laws and international treaty provisions and all other applicable national laws. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording). Because the software resides on our server any attempt to copy it is strictly prohibited.

III. THIRD PARTY COPYRIGHT. The SOFTWARE includes features that allow the end user to print documents Some of which may be subject to copyrights by third party vendors. As the end user of this SOFTWARE, you hereby agree to honor all of these third-party copyrights and you acknowledge that DIRECT LINK CORPORATION is to be held harmless for any such copyright infringements. As the end user you must strictly adhere to all third-party copyrights as you are solely responsible for any such infringements.

IV. OTHER RESTRICTIONS. You may not rent, lease, sell or transfer the SOFTWARE. If the SOFTWARE is updated, these restrictions still apply. You may not reverse engineer, decompile, or disassemble the SOFTWARE, unless otherwise provided in the Warranty and Special Provisions.

V. LICENSE FEES. Unless otherwise agreed, a monthly license fee of two hundred ($19.99) dollars will be charged for the use of the SOFTWARE for each single dealer account. It is possible for a dealer to track multiple businesses, but each additional business will be subject to its own monthly fee of two hundred ($19.99) dollars and all businesses will be bound to this same license agreement. All payments are subject to change without notice and shall be made to DLC on a monthly basis. Payment of the monthly License Fee is an agreed upon condition of continuing use and maintenance of this License. If payment is not received by the due date indicated in the software, then the Licensee (YOU) will be subject to a late charge of five (5%) percent in addition to the overdue amount. All non-current accounts will be considered "IN - DEFAULT" and will not be eligible for any technical support of the onlinevrb.com software, until such a time when the account is made current by the Licensee. Any account that is "IN - DEFAULT" is subject to termination by DLC and DLC may also remove from its server any data associated with such account. Product support for the SOFTWARE is provided by DLC. For product support please contact DLC at 603-228-5744. Should you have any questions concerning this Agreement, or if you desire to contact DLC for any other reason, please direct all correspondence to Direct Link Corporation, 195 McGregor St, Unit 420, Manchester, NH 03102.

VI. US GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software --Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Direct Link Corporation of Bow, NH.

WARRANTY AND SPECIAL PROVISIONS FOR
UNITED STATES OF AMERICA**
THIS IS A LIMITED WARRANTY**

LIMITED WARRANTY. DLC warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written and will offer support to correct issues that may arise to users that are in good standing. CUSTOMER REMEDIES. DLC and its suppliers' entire liability and your exclusive remedy shall be, at DLC' option, either (a) return of the price paid, or (b) repair of the SOFTWARE. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse or misapplication. Any replacement SOFTWARE will be bound by this agreement as well. NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, DLC and its suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability for fitness for a particular purpose, with regard to the SOFTWARE and its support materials. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state jurisdiction. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall DLC or Direct Link Corporation or its suppliers be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits. business interruption, loss of business information, or and other pecuniary loss) arising out of the use of or inability to use this product. It is solely the responsibility of the end user to make sure that the software complies with local and State regulations and DLC cannot be held liable in such cases where it does not. It is also the end user's responsibility to safeguard their own data and maintain their own user access to their data. DLC cannot be held responsible in such cases where an established user of any given account misuses the application in any way. In any case, DLC and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. SPECIAL PROVISIONS. This Software License Agreement and Warranty are governed by the laws of the State of New Hampshire and The United States of America.

Copyright© - Direct Link Corporation - All Rights Reserved