

FootSteps End-User License Agreement
Terms and Conditions

IMPORTANT NOTICE:

Please read this End-User License Agreement (this "EULA") by and between you and ARI Network Services, Inc. ("ARI") carefully. This EULA shall be effective and binding upon your acceptance of the order and payment of Deposit. This EULA is enforceable like any written negotiated agreement signed by you.

1. AGREEMENT

If the terms and conditions set forth in any other document submitted to and/or by Dealer shall differ from these Terms, then these Terms shall prevail. These Terms and the Order make up the entire intent and understanding between the parties hereto relating to the subject matter hereof and shall be collectively referred to herein as the "Agreement."

2. LICENSE

ARI hereby grants you a nonexclusive license to access and use the Software in accordance with the terms and conditions set forth herein. As used herein, the term "Software" shall mean (a) website and/or lead management software (LMS) owned by ARI; (b) the content of the website and/or LMS designed by ARI for you (the "Website" and/or "LMS") and accessible by you as administrator after you agree to this EULA; and (c) upgrades, modifications, improvements, supplements and additional features added to the Website and/or LMS software (collectively, "Upgrades") pursuant to the terms of this EULA. The terms of this EULA shall apply to all Upgrades, unless ARI provides other terms and conditions along with the Upgrade.

3. TERM

This EULA shall be effective upon your acceptance of the order and payment of Deposit and remain in effect for a the agreed-upon Initial Term and thereafter ("Initial Term") as specified in the initial Order Form, unless otherwise terminated as set forth herein. The Initial Term of this license and billing begin upon receipt of a Go Live notice from ARI. The license shall automatically renew for additional one (1) year periods after the Initial Term (each a "Renewal Term" and collectively, with the Initial Term, the "Term") unless terminated in writing by you or ARI with thirty (30) days notice prior to the end of the Initial Term or a Renewal Term. ARI may terminate this EULA at any time pursuant to Section 10, below, and upon your failure to comply with any other terms or conditions set forth herein. Upon any termination of this EULA, you agree to refrain from accessing or using the Software without first having entered into another EULA with ARI. If this EULA is terminated at any time for any reason, you will remain responsible for payment of all fees owed hereunder that relate to the remaining portion of the then applicable Initial Term or Renewal Term, if any.

4. FEES

In consideration for your license of the Software and any related support and maintenance services, you shall pay to ARI the license fees and/or transaction fees, if applicable,

that were set forth in the User Agreement. Transaction fees, if applicable, shall equal a percentage of sales conducted through the Website and such transaction fees will be invoiced monthly. You may choose to have ARI invoice you for the license fees (a) annually or (b) monthly for a pro-rata portion of such fees. The license and transaction fees may be increased at the end of the Initial Term and subsequent terms by ARI in its sole discretion. Invoices shall detail any additional charges for Upgrades and such Upgrades shall be automatically added to the Software and the fees related thereto shall be payable by you unless you notify ARI in writing within fifteen (15) days of your receipt of an invoice of your desire to opt-out of any such Upgrade and specifically identify the applicable Upgrade in such writing. Invoices are payable upon receipt. Invoices not paid within thirty (30) days from the date of invoice are subject to interest charges at an annual rate equal to the prime rate listed in the Wall Street Journal for the date of invoice plus three percent (3%), or at the maximum lawful interest rate, whichever is lower. If you fail to pay any fees in a timely manner, ARI may (reserving other legal remedies and rights) terminate this EULA without further notice. Notwithstanding the foregoing, should you choose to provide to ARI your credit card information for billing purposes, ARI will charge said card monthly and provide you with a monthly bill summarizing the information otherwise to be listed on an invoice pursuant to this Section 3.

5. DEPOSIT

The deposit amount detailed in the Order Form shall be due and payable from Dealer to ARI immediately upon Dealer's execution of the Order (the "Deposit"), and ARI shall have no obligation under the Agreement until Dealer has paid the Deposit in full. The Deposit shall be non-refundable and become the exclusive property of ARI upon the earlier of (a) the termination of the Agreement or (b) the provision of the Live Notice.

6. OTHER PAYMENTS

Except as provided in Section 4, above, all payments are due and payable from Dealer to ARI within thirty (30) calendar days from the date of invoice by ARI. Invoices may be submitted by ARI upon (a) the provision of the Live Notice, or (b) as provided in the Termination Section, described below. All amounts past due will be charged interest on the unpaid balance at the lesser of (i) a rate of one and one half percent (1.5%) per month, or (ii) the maximum rate allowed by law. Dealer shall also pay any collection fees and reasonable attorney's fees incurred by ARI in collecting payment of the unpaid balance and any other amounts for which Dealer is liable under the Agreement.

Dealer may request one (1) revision to the Website Initial Proof Version and two (2) subsequent Additional Proof Version without incurring any fees above those indicated in the Order. Thereafter, Dealer shall pay ARI One Hundred Seventy Five Dollars (\$175) per hour for time spent by ARI employees and consultants on the development of each subsequent Additional Proof Version.

7. CHANGES

ARI reserves the right to modify any portion of the End-User License Agreement. In this case, ARI shall provide written

notice at least 30 days prior to effective date of change. Please refer to NOTICES in this EULA for further information regarding communication methods.

8. SOFTWARE SUPPORT

Support is defined as content updates, general usage questions, and troubleshooting issues. Support specifically excludes development projects requiring the use of additional creative and technical resources. Such work will be quoted and charged on a per project basis. Communications and reporting related to errors or unplanned service interruptions caused by ARI will not be billed to the customer. Support can be contacted during business hours as listed on ARI's website. Support issues after regular business hours will be handled on an emergency basis; non emergency issues will be addressed on the next business day.

9. USE OF SOFTWARE

You agree to use the Software, the accompanying documentation ("Documentation") and all related data, including, without limitation, the manufacturer's data ("Data"), in accordance with applicable law, including data privacy laws and communications regulations and tariffs, and standard conditions of use established by ARI from time to time. You will not use the Software, Documentation or Data to export or re-export data in violation of U.S. export control laws and regulations. You will not use the Software, Documentation or Data to establish independent data files or compendiums of information. ARI will make every effort to trace all such files or information and prosecute those who establish such files or information. ARI reserves the right to immediately terminate access or take any other action it reasonably believes necessary to comply with the law. Without the prior written consent of ARI, you will not use or incorporate the Software, Documentation or Data or reproduce any content or data on the Website into any other website. You represent and warrant to ARI the your access and use of the Software will not disrupt or otherwise interfere with the Software, including but not limited to causing system crashes and loss of Data. You further represent and warrant to ARI that you will not, intentionally or unintentionally, in any way, shape, or form, introduce any "time bombs," "worms," "drop-dead devices," "Trojan horses," or other disabling code, routine, or device designed to disable, damage, impair, erase, deactivate, or electronically repossess the Software.

10. RESTRICTIONS.

You hereby acknowledge that: (a) the Software, Documentation, Data and your rights and obligations under this EULA may not be sublicensed, assigned or transferred, in whole or in part, to any third party, without the prior written consent of ARI; (b) you may not sell, distribute, rent or lease the Software, Documentation or Data in whole or in part to any third party; and (c) with the exception of the Website, which may be made accessible by third-parties over the world wide web, you will not make the Software, Documentation or Data available in whole or in part in any networked or time-sharing environment, including without limitation the world wide web,

or transferring the Software in whole or in part to any computer. As the Software, Documentation and Data is a proprietary copyrighted and/or trade secret work of ARI, its suppliers and/or its licensors, you further agree that you will not reverse engineer, decompile, disassemble, or decrypt the Software or otherwise prepare or facilitate any derivative work of or from the Software or any portion thereof, except as provided herein. Notwithstanding the foregoing, this license may be assigned to any party that purchases all of your equity or all or substantially all of your assets, however, no such assignment shall relieve you of any obligations or liability hereunder.

11. OWNERSHIP OF SOFTWARE

The Software, Documentation and Data is a proprietary work of ARI, its suppliers and/or its licensors. You hereby acknowledge that the Software, Documentation and Data is a copyrighted work owned by ARI, its suppliers and/or licensors and that you have no rights in the foregoing except (a) for trademarks or copyrights provided by you to ARI, which are owned by you and are displayed on the Website at your request, or (b) as expressly granted herein. You also acknowledge that the Software, Documentation and Data contains trade secrets and confidential information of ARI, its suppliers and/or licensors. Any unauthorized copying or modification of the Software, Documentation and Data, or sublicense or transfer of any copy, adaptation, transcription, or merged portion of the Software to any other party in any way not expressly authorized by ARI will result in the immediate termination of this EULA and your rights to use the Software.

12. STATISTICAL DATA

ARI reserves the right to collect, aggregate and analyze prospect, lead, inventory and other Dealer data that is generated, contained or passes through its systems for the purposes of providing its clients with analytic, consulting and educational services. ARI will not disclose personally identifiable information or otherwise disclose the source of the data to any third party.

13. TERMINATION

ARI may terminate all or any part of the Agreement immediately upon notice to Dealer if (a) Dealer becomes insolvent, fails to pay its debts as they come due, makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, is subject to a petition in bankruptcy or has a receiver appointed for any of its assets (and such proceeding is not dismissed within thirty (30) calendar days, or (b) Dealer breaches the Agreement (including failure to comply substantially with the Development Timeline and Requirements, or to pay amount when due), and such breach is not cured to ARI's satisfaction within ten (10) business days following written notice of such breach. In the event of such termination, all costs incurred by ARI for work performed, materials used, or constituent components manufactured up to the date of termination, less the amount of the Deposit, will be invoiced to Dealer and payable in accordance with Section outlined above in Other Payments.

14. WARRANTIES AND REMEDIES

THE SERVICES PERFORMED OR PROVIDED PURSUANT TO THIS AGREEMENT

ARE FURNISHED ON AN AS IS, WHERE IS, BASIS AND ARI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ARISING OUT OF ANY STATUTE, LAW, COMMERCIAL, USAGE OR OTHERWISE, ARE HEREBY EXCLUDED.

15. DISCLAIMER OF WARRANTY

ARI DOES NOT WARRANT THE SOFTWARE OR THE PERFORMANCE OR RESULTS THAT MAY BE OBTAINED BY ACCESS OR USE OF THE SOFTWARE. ARI MAKES, AND THE COMPANY AND END USERS RECEIVE, NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE. THERE ARE EXPRESSLY EXCLUDED AND DISCLAIMED ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE IS LICENSED "AS IS." NO ARI DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS, NOR IS THE COMPANY, AUTHORIZED TO MAKE ANY MODIFICATION OR ADDITION TO THE FOREGOING WARRANTIES. Some states or countries may not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and country to country.

16. LIMITATION OF LIABILITY

You assume responsibility for, among other things: (i) the selection of the Software to achieve their intended results; (ii) the acquisition of other software (including any programming or operating system software) and/or equipment compatible with the Software; and (iii) the access and use and results obtained from the Software. ARI SHALL NOT BE LIABLE FOR: (A) ANY LOSS OF USE OF YOUR COMPUTERS OR LOSS OR CORRUPTION OF DATA OR THE COSTS OF SYSTEM OR DATA RECOVERY; (B) ANY PERSONAL INJURY RESULTING FROM ERRORS IN THE SOFTWARE INCLUDING BUT NOT LIMITED TO ERRORS IN INSTRUCTIONS, SERVICE BULLETINS, DIAGRAMS, PARTS IDENTIFICATIONS OR PARTS DESCRIPTIONS; (C) ANY THIRD PARTY CLAIMS; OR (D) ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ARI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states or countries may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

17. INFRINGEMENT: INDEMNIFICATION

Dealer represents and warrants to ARI that any matter it furnishes for reproduction on the Website does not infringe upon any copyright, trademark, or tradename, is not libelous and does not otherwise violate any federal, state or local laws, ordinances, statutes, rules or regulations. Dealer indemnifies ARI and its successors, assigns, officers, directors, employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including attorney's fees) that ARI may incur or be obligated to pay as a result of Dealer's breach of this Agreement (including, without limitation, this Section). ARI's remedies hereunder are cumulative and in addition to those provided by law.

18. FORCE MAJEURE

ARI shall not be liable for any default or delay in the performance of its obligations under this EULA if, and to the extent, such default or delay is caused, directly or indirectly, by any circumstance beyond ARI's reasonable control, including without limitation any (1) fire, flood or water damage, elements of nature or other acts of God, including without limitation any of the foregoing that are harmful to electronic circuitry, (2) outbreak or escalation of hostilities, war or war conditions, acts of terrorism, riots, embargo or civil disorders in any country, (3) act or omission of you or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within ARI 's power to satisfy), (5) nonperformance by a third party (including any energy provider, voice or data telecommunications common carrier), or (6) failures or fluctuations in telephone or other telecommunications equipment or lines or other equipment.

19. ARI's ability to provide data to you and/or communications links to any given manufacturer depends in part on your status as an authorized recipient of such data or communications links and on ARI's contractual relationship with the manufacturer. ARI reserves the right to terminate this EULA and cancel any obligation it has hereunder to deliver any manufacturer's data or to provide communications links to any manufacturer if for any reason: (1) you cease to be an authorized dealer of such manufacturer and such manufacturer requires that you be an authorized dealer in order to access the data; or (2) ARI's contract with such manufacturer is terminated.

20. THIRD PARTY SOFTWARE

Incorporated into the Software may be one or more software modules licensed by ARI from one or more third party suppliers, each of which is a third party beneficiary of the applicable provisions of this EULA.

21. SEVERABILITY

If any provision of this EULA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The failure of any party to enforce any provision of this EULA shall not be considered a waiver thereof, nor shall such failure prevent the future enforcement of any such provision.

22. NOTICES

All notices or other communication required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered, three (3) business days after when deposited in the United States mail, one (1) business day after when sent by reputable overnight courier service, or when sent by facsimile transmission actually received by the receiving equipment, in each case addressed to the applicable party at the address given in the Order, or to such other addresses as shall be designated in writing.

23. GOVERNING LAW

This EULA and the relationship between the parties shall be governed in all respects by the laws of the State of

Wisconsin and the United States of America. The parties consent to the jurisdiction and venue of the Wisconsin and United States courts located in Wisconsin for resolution of any dispute related to this EULA or the relationship of the parties.

24. ASSIGNMENT

The Agreement and Dealer's rights hereunder shall not be assigned by Dealer without the prior written consent of ARI.

25. BINDING EFFECT

This EULA shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

26. EMAIL MESSAGE CONTENT

ARI Network Services, Inc. does not monitor, censor or edit the contents of individual Users' email messages and attachments. Users alone are responsible for the contents of their messages and attachments, and the consequences of any such messages and attachments. User agrees that it will not use Simple Email for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or any use of distribution lists to any person who has not given specific permission to be included in such a process.

User further agrees not to use the software to send any messages or material that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, or contain viruses, trojan horses, worms, time bombs, cancelbots, or any harmful or deleterious programming routine.

ARI Network Services, Inc. will not be liable for any damage that may occur to a User or to User's equipment as a result of any of the aforementioned being received by User. Additionally, User is solely liable for sending the aforementioned.