

Additional Terms to the Signed ShiftPoint Agreement

WEBSITE: Lessee may have access to their web site to make any alterations as they may choose. ShiftPoint will not be responsible for any changes that Lessee may make that may break the connection to Lessee ShiftPoint data. ShiftPoint retains the right to republish web data. Website will include its own Security (SSL) certificate. Website design is mobile friendly, fully responsive and adjust automatically to different screen sizes

System Requirement: Minimum System Requirements: Windows 7 service pack 1, Intel Pentium 4 or AMD Athlon 64, RAM: 4 GB, minimum Internet speeds: Download of 6 mpbs, upload of 1 mpbs

Other Optional services

- Buy Here Pay Here Wolters Plain Paper Retail Installment Forms, 20 FREE/quarter then **3/ea**
- Iphone/Chrome based access <Add vehicle, cost, on/off web, look up sales> **\$20/Mo/**

UPGRADES: ShiftPoint may from time to time make upgrades to the Service. Upgrades to the Service will be at the sole discretion of ShiftPoint.

THIRD PARTY SOFTWARE/HARDWARE: ShiftPoint uses third party software/hardware including 1) Filemaker® Pro Software. The Lessee agrees all support for this software will be provide by ShiftPoint and not Filemaker Pro Software. 2) The “VIN Decode Assist” from ‘DeCodeThis.com’. Accuracy of data from decoder is the sole responsibility of Lessee. 3). ShiftPoint will provide the Service hosted on a 3rd party Remote Server. ShiftPoint is not responsible for any acts of the 3rd party provider.

MODIFICATIONS, TERMINATION AND CANCELLATION: This Agreement is month to month (the "Term"). Lessee may cancel Service, with a one (1) calendar months notice, for ANY REASON by submitting an email to Tom@TomDroz.com that states “Cancel My Account”. This will terminate Lessee current subscription to the Service currently provided to Lessee. Cancellation is effective as of the end of the Service period in which Lessee terminates their subscription.

Upon any termination or cancellation, Lessee must discontinue all access to and use of the Service and destroy or return to ShiftPoint all copies of software and all documentation related thereto. In the event of termination the restrictions imposed on Lessee under this Agreement shall survive along with the provisions on disclaimer and limitation of liability and any unpaid balances accrued on Lessee account prior to termination.

ShiftPoint reserves the right to modify or terminate this Service without notice at any time subject to a prorate refund of Lessee unused service. Any modification, revision or update of this Agreement shall be effective upon being posted to ShiftPoint’s web site or emailed to the Lessee. Lessee will be bound by the provisions of any such modification or revision. This Agreement is effective until terminated by either party. Failure to comply with the terms of this Agreement shall immediately terminate the Agreement without notice from ShiftPoint.

LIMITS ON USE: The Service (including any original art work, web design, web layout, photo watermarking) is the property of ShiftPoint and is protected by applicable copyright and trademark law and other proprietary rights. Lessee agrees not to copy, reproduce, download, retransmit, disseminate, sell, rent, sublicense, distribute, publish, perform, broadcast, display, circulate or commercially exploit the Service in any manner, or alter, store for subsequent use, decompile, disassemble, reverse engineer, or otherwise use the Service in whole or in part without the express written consent of ShiftPoint.

DISCLAIMERS OF WARRANTIES AND LIABILITY: The Service is not guaranteed by ShiftPoint or any persons creating or transmitting the Service. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER.

IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ShiftPoint AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE SERVICE WILL IN NO EVENT BE LIABLE TO Lessee OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF Lessee USE OF OR ACCESS TO THE SERVICE (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE), EVEN IF ShiftPoint OR OTHER PERSONS CREATING OR TRANSMITTING THE SERVICE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, ShiftPoint OR OTHER PERSONS CREATING OR TRANSMITTING THE SERVICE SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO Lessee OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

ShiftPoint and any person creating or transmitting the Service shall not be liable for any infection by viruses of or damage to any computer that results from Lessee use of, access to or downloading of the Service. Access to and use of this site and the Service is at Lessee's own risk. If Lessee is dissatisfied with the Service, products or services offered at this site or with the terms and conditions of this Agreement, Lessee sole and exclusive remedy is to discontinue use of and access to this site and the Service.

SALES TAX ON SERVICE: Lessee agrees to indemnify and hold harmless ShiftPoint or ShiftPoint Business Associates from any and all sales tax claims of any kind or nature, including but not limited to claims, legal requirements, demands or actions of any kind arising from the collection of sales tax for the services purchased.

TRADEMARKS: All trade names, trademarks, service marks and other product and service names and logos featured herein are the proprietary trademarks of their respective owners and are protected by applicable copyright and trademark laws.

GENERAL: This Agreement is governed by the laws of the state of Florida without regard to its provisions of conflicts of law. Should any provision of this Agreement or portion thereof be held illegal or unenforceable by an appropriate jurisdiction such provision shall be limited or severed and the remainder of the Agreement shall continue in full force and effect. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Lessee and any such attempted assignment or transfer shall be void and without effect. The Service is subject to United States export controls and must not be downloaded or used by any person in violation of any US law, rule or regulation nor be exported or re-exported into any embargoed country in violation of US export-control laws. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.