



Omadi End User License Agreement (“EULA”)

3451 Triumph Blvd, STE 650
Lehi, UT 84043

801.800.8250

PLEASE READ THIS SOFTWARE END USER LICENSE AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SOFTWARE YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SOFTWARE.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC COMMUNICATION TO ENTER INTO BINDING CONTRACTS. TO THE EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER THE LAWS OR REGULATIONS OF ANY JURISDICTION WHICH REQUIRES AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS.

Recitals/Background

This Agreement grants Licensee a Limited License to utilize Licensor Resources to facilitate wrecking/towing services.

In consideration of the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

Agreement

1. Non-Exclusive, Limited License.

1.1 Non-Exclusive, End User License Agreement. Licensor hereby grants Licensee a non-exclusive, limited license granting to Licensee only those rights expressly contained in this Agreement.

1.2 Account Maintenance. Licensee warrants that any information requested by Licensor and provided by Licensee and its employees is accurate at the time originally provided (for the purpose of account registration and maintenance) and Licensee or its employees will promptly update account registration information upon changes to that information.

1.3 Ownership of Intellectual Property. Licensor represents that, to the best of its knowledge, it possesses good title to the Resources provided for Licensee’s use, and said Resources do not infringe upon the patents, copyrights, and/or trademarks of other businesses. Licensor retains all right, title and interest in and to its Software, Apps.

1.4 Assignment. As a condition of this Agreement, Licensee acknowledges and agrees that this Agreement may not be transferred or assigned by Licensee without Licensor’s prior written consent, which will not be unreasonably withheld, and any attempt to the contrary shall be void.

(a) For purposes of this Agreement, an “assignment” by Licensee shall be deemed to include each of the following:



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(b) a change in beneficial ownership of Licensee of greater than fifty percent (50%) (whether in a single transaction or series of transactions);

(c) a merger of Licensee with another party, whether or not Licensee is the surviving entity;

(d) the acquisition of more than fifty percent (50%) of any class of Licensee's voting stock (or any class of non-voting security convertible into voting stock) by another party (whether in a single transaction or series of transactions); and

(e) the sale or other transfer of all or substantially all of Licensee's assets (whether in a single transaction or series of transactions). Expressly subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties' permitted successors and permitted assigns.

1.5 Responsible Use and Conduct. Licensee agrees to use Licensor Resources solely for the purposes permitted by the terms of this Agreement, applicable laws, regulations, and generally accepted online practices or guidelines. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited, unless specifically authorized in advance by Licensor in writing. The following subsections provide a non-exclusive list of inappropriate uses and activities that will result in termination of the Licensee's rights under this Agreement and may result in civil and/or criminal prosecution.

(a) Hacking. Accessing (or attempting to access) any Licensor Resources by any means other than through the appropriate login portals (web and/or app based) is strictly prohibited.

(b) Network/Server Attacks. Engaging in any activity that disrupts or interferes with Licensor Resources, and/or affects the servers and/or networks where Licensor Resources are located is strictly prohibited. Examples of prohibited activities include but are not limited to: eavesdropping, data modification, identity spoofing, password attacks, denial-of-service attacks, man-in-the middle attacks, or sniffing.

(c) Copyright, Patent, and Trademark Infringement. Copying, duplicating, reproducing, selling, trading, or reselling Licensor Resources is strictly prohibited.

1.6 Consequential Damages. Licensee is solely financially responsible for any losses, or damages that either Licensor or Licensee suffers due to any unauthorized activities (including but not necessarily limited to the misconduct specifically defined herein) by Licensee or its agent(s), and may also result in criminal and/or civil liability.

1.7 3rd Party Content. Licensor does not assume any liability for any infringing content posted by Licensee or any other 3rd party users of our website. However, content posted by Licensee using any Open Communication Tools on our website, becomes the property of Licensor, provided that it doesn't violate or infringe on any 3rd party copyrights, trademarks, or patents. Licensee grants Licensor a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute posted third party content as Licensor sees fit. This paragraph only applies to content posted via Open Communication Tools and does not refer to information that is provided as part of the registration and/or authentication process (login) necessary to use our application and/or Apps.

2. Confidentiality.



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2.1 Pricing. Licensee agrees not to discuss, divulge, or share pricing information with any third party, including other towing/parking enforcement companies, software companies, or any other entity that does not have a bonafide and demonstrable "need to know." Pricing information includes base fees, per truck fees, GPS Unit fees, and any other monthly or one-time charge that Licensor submits to Licensee for payment. This non-disclosure Agreement is in effect throughout the duration of this Agreement, including renewals, plus three (3) years after the Agreement is terminated.

2.2 Password/Username Security. Licensee is responsible for maintaining the confidentiality of any login information associated with its company account and/or Licensee's employee's accounts used to access Licensor Resources. Licensee is responsible for all activities that occur in relation to its assigned account(s). Licensee must promptly disable a discharged employee's user account promptly.

2.3 Licensee Information. Licensee acknowledges that it may be required to provide certain Customer Contact Information about the company, and its employees as part of the registration process, and/or to access Resources. Licensor will make reasonable efforts to protect this information from unlawful access by third parties. Licensor will not disclose the existence of this Agreement to third parties without the express written consent of Licensee. Licensor agrees to not sell Customer Contact Information to third parties.

3. Delivery.

3.1 Risk of Loss. Legal risk of loss for Licensee orders shall shift from Licensor to Licensee at time orders are delivered to commercial carrier for shipment.

3.2 Date of Delivery of initial Equipment. Licensor will deliver Equipment within 7 days of sale if units are in stock or within 7 days of receiving the units from manufacture/reseller.

3.3 Place of Delivery of initial Equipment. The place of delivery will be the shipping address as shown in Company Information (Page 1 of Sales Agreement).

4. Payment.

4.1 Payment Due date. Payment of the Activation Fee and Equipment plus the pro-rated Service Fee for the current installment is due at the specified time this contract becomes binding upon the parties. Regular Service Fees are due on the first day of the month due.

4.2 Payment Amounts.

(a) Currency. All payments shall be made in U.S. Dollars.

(b) Base Service Fee. Licensee agrees to pay Licensor a fixed amount per the agreed period to utilize Licensor Resources, Products and Services. A prorated amount will be charged for any partial months of service. See Pricing Details (Page 1 of Sales Agreement) for details.

(c) Activation Fee. Licensee agrees to make a one-time payment to cover initial setup support and equipment costs. See Pricing Details (Page 1 of Sales Agreement) for details.



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(d) Additional/Replacement Device Cost. Licensee agrees to pay Licensor a one-time fee per GPS unit beyond the number of units initially provided to Licensee under the express terms of this AGREEMENT. The device fee shall also apply if a GPS device originally provided to Licensee under the terms of this Agreement wears out, is damaged, lost, or stolen and requires replacement. Additional or replacement GPS devices are available for purchase.

(e) Additional Data Fees. Additional fees may apply (e.g. per tow/boot data fees, costs associated with data entered into Licensor's system) as memorialized in Other Agreed Upon Terms.

(f) Other Add-On/Upgrade Fees. Additional fees may apply as memorialized in Page 1 of Sales Agreement.

4.3 Changes in monthly service fees and other charges. Licensor shall notify Licensee at least thirty days prior to the automatic renewal of this Agreement if service fees, device fees, etc. will be changing for the coming renewal under the terms of this Agreement. Licensor agrees not to raise the monthly service fee by more than 10 (ten) percent per year.

4.4 Payment Method. Licensee authorizes Licensor to charge the amounts provided in Pricing Details according to the payment terms provided in the Billing Authorization. Licensee authorizes Licensor to charge the amounts provided in Page 1, according to the payment terms provided in the Credit Authorization above.

Collection Fees. Licensee is responsible to Licensor for all charges and fees related to returned checks, interest, and any additional reasonable collection fees incurred by Licensor in the course of collecting past due amounts.

5. Disclaimer of Warranties.

5.1 DISCLAIMER. LICENSOR DISCLAIMS ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) NOT EXPLICITLY INCLUDED IN THIS AGREEMENT.

5.2 As Is. By using Licensor's Resources, Licensee understands and agrees that all Resources Licensor provides are "as is" and "as available". This means that Licensor does not represent or warrant to Licensee that:

- (a)** the use of Licensor's Resources will meet Licensee's needs or requirements.
- (b)** the use of Licensor's Resources will be uninterrupted, timely, secure, or free from errors.
- (c)** the information obtained by using our Resources will be accurate or reliable, and
- (d)** any defects in the operation or functionality of any Resources we provide will be repaired or corrected

5.3 At Licensee's own Risk. Licensee understands and agrees that any content downloaded or otherwise obtained through the use of Resources is done at Licensee's own discretion and risk, and that Licensee is solely responsible for any damage to Licensee's Equipment or other devices for any loss of data that may result from the download of such content.



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6. Limitation of Liability. Licensee understands and agrees that any claim against Licensor shall be limited to THE GREATER OF THE FOLLOWING:

(A) TOTAL AMOUNTS PAID BY YOU DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY SUCH CLAIM, OR **(B)** ONE HUNDRED U.S. DOLLARS (\$100.00). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS INDEMNITY LIMIT FOR ANY REASON.

7. Exclusion of Certain Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE RESOURCES, OR UPDATES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY AVAILABLE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION DOES NOT APPLY TO (A) EITHER PARTY'S LIABILITY FOR BREACH OF CONFIDENTIALITY (Section 2), (B) LICENSEE'S INFRINGEMENT OR MISAPPROPRIATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS BY UNAUTHORIZED ASSIGNMENT (SECTION 1.3), OR OTHERWISE.

8. Term and Termination.

8.1 Term. This Agreement is in effect the date the sales agreement is signed.

8.2 Automatic Renewal. This Agreement will renew for an additional one year term unless Licensee or Licensor provides the other party to this Agreement with at least one month written notice of termination of the Agreement prior to the conclusion of the present term of the Agreement.

8.3 Termination by Either Party for Cause. A non-breaching party may suspend its performance and terminate this Agreement if the other party is in material breach of any term, condition, or covenant of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice thereof. Termination for cause (other than insolvency, infringement, or assignment) will be effective thirty (30) days from the date of notice of breach unless cured within that period of time.

8.4 Termination for Insolvency. Either party will have the right to terminate this Agreement immediately if the other party: (i) becomes insolvent, or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors; (ii) ceases to pay its debts as they become due; (iii) files a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, or has such a petition filed by any third party against such other party, or has an application for a receiver of the other party made by anyone and such petition or application is not resolved favorably to the other party within ninety (90) days.

8.5 Termination at Will. Commencing at the end of an agreement term, either party may terminate this Agreement for any reason or no reason upon written notice to the other party thirty (30) days in advance of date the agreement will automatically renew. Termination shall be effective at the conclusion of the applicable term of this Agreement.

8.6 Effect of Termination. The following provisions of this agreement will survive the termination or expiration of this Agreement regardless of the reason of said termination



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or expiration: Section 1.4 (Assignment), together with all applicable terms of sections, 2 (Confidentiality), 4 (Payments), 5 (Disclaimer of Warranties), 6 (Limitation of Liabilities), 7 (Exclusion of Certain Damages), 8 (Term & Termination), 9 (General), and 10 (Definitions).

8.7 Trial Period. During a trial period, either party may exercise the right to end this agreement prior to contract maturity. The trial period will last the specified days past the signing of the agreement. If no trial length is specified, this right cannot be exercised. To terminate this contract, email billing@omadi.com from a Contact Email under Company Information before the last day of the trial period by 11:59 PM MT expressing the desire to terminate the account.

8.8 Termination Finalization. A confirmation email is required for the termination to be finalized. All service and implementation fees collected prior to the date of termination are nonrefundable.

9. General.

9.1 Captions. All captions in this Agreement are intended solely for the convenience of the parties, and none will affect the meaning or construction of any provision.

9.2 No Waiver. The failure of either party to exercise any right granted herein, or to require the performance by the other party hereto of any provisions of this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provisions of this Agreement.

9.3 Force Majeure. If the performance of this Agreement or any obligation hereunder (except for the making of payments), is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes affecting third-party vendors, inability to procure or obtain delivery of parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirements of any governmental agency, electrical power surges or outages or any act or condition whatsoever beyond the reasonable control of the affected party ("Force Majeure Condition"), the party so affected shall be excused from delays in performing or from its failure to perform hereunder, provided that such party takes reasonable steps to avoid or remove such cause of nonperformance and will resume performance with dispatch whenever such causes are removed.

9.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, such provision shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such deletion.

9.5 Modifications in Writing. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each party.

9.6 Applicable Law. This Agreement is made and will be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict-of-laws provisions. As each country has laws that may differ from those of Utah, by accessing our website, Licensee agrees that the statutes and laws of Utah, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of Licensor websites and the purchase of any products or services through Licensor's websites.



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9.7 Venue for Disputes. Any action to enforce this Agreement shall be brought in the federal or state courts located nearest to Salt Lake City, Utah, USA. Both parties waive all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

9.8 Prevailing Party. In the event a dispute arising under this Agreement results in litigation, the non-prevailing party shall pay the court costs and reasonable attorneys' fees of the prevailing party.

9.9 Entire Agreement. This Agreement sets forth the entire Agreement and understandings between the parties hereto with respect to the subject matter hereof. This Agreement merges all previous discussions and negotiations between the parties and supersedes and replaces any other Agreement that may have existed between Licensor and Licensee with respect to the subject matter hereof. This Agreement does not replace any provision of the Terms of Service "TOS", if any, that provides Licensor with greater protection of its intellectual property rights provided by Utah law, federal law, or international convention than that afforded by this Agreement. The Omadi Privacy Policy is not superseded or replaced by this agreement.

10. Definitions. The following definitions shall apply in each instance in which the word or words defined appear in this Agreement.

10.1 Activation. Includes initialization of all online software, and Android and/or iOS apps, for the entire company, including any GPS Units and Monthly GPS Service.

10.2 Agreement. This Agreement includes 10 (ten) sections and is in reference to the Omadi Sales Agreement.

10.3 Customer Contact Information. Licensee's Business address, phone numbers, email addresses, fax numbers, etc.

10.4 Effective date. The date this Agreement becomes legally binding upon the parties to the Agreement. The date of the signature on the Omadi Sales Agreement.

10.5 Equipment. Hardware necessary to access Information from Licensor Products and/or obtain Licensor Services. Equipment includes but is not necessarily limited to GPS Units. Legal title to Equipment provided under this contract will pass to Licensee at the time Licensee has paid for Equipment.

10.6 GPS Units. As specified in the Omadi Sales Agreement.

10.7 GPS Service. GSM and/or GPRS data connectivity to the T-Mobile provider networks

10.8 Installation of Equipment. Licensee is responsible for installing the GPS Units into its company vehicles or hiring a third party to install the GPS units.

10.9 Intellectual Property. All content and materials available on omadi.com, or on any omadi.com subdomains, including but not limited to text, graphics, website name, code, images and logos, trade names, patents, copyrights, etc. and Omadi Products both now existing and those created and obtained during the course of this Agreement are the intellectual property of Licensor.

10.10 Notice. All notices, authorizations, and requests in connection with this Agreement will be in writing. Notices will be deemed given as of the day they are (a)



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deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (b) sent by overnight courier, charges prepaid, with a confirming fax.

10.11 Open Communication Tools. Message boards, chat rooms, service requests (whether via phone or online), etc.

10.12 Products. All web-based software and Android and iOS apps whether purchased or created by Licensor or created under license Agreements with other developers.

10.13 Resources. Equipment, Intellectual Property, Products, Open Communication Tools, and Support Services provided by Licensor for Licensee's access and use.

10.14 Support Services. Telephone and/or web support of Licensor Products and Resources.