

Pace Rides Administrator License Agreement

PLEASE READ THIS AGREEMENT AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "I ACCEPT" BUTTON AT THE BOTTOM OF THIS PURCHASE FORM. ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT. YOU MAY NOT PURCHASE THE SOFTWARE APPLICATION UNLESS YOU ACCEPT THE TERMS OF THIS LICENSE.

YOU MAY PRINT THE WEB PAGE CONTAINING THIS LICENSE OR SAVE IT AS A FILE ON YOUR COMPUTER.

This Software License for Software Application Agreement (the "Agreement") is between you, the Customer ("Customer/Administrator") and Pace Rides LLC ("Licensor"). Licensor agrees to provide Customer with access to Pace Rides Administrator and a copy of this License ("Software Product"). Customer agrees to pay the Purchase Price to Licensor according to the terms of this Agreement.

1. Definitions.

1.1 "*Licensor Web site*" means the Web site located at <https://pacerides.com/index.html>.

1.2 "*Software Product*" means the Pace Rides Administrator Application, which includes the full application, a copy of this License and a documentation file.

1.3 "*Acceptance*" means that the Customer has accepted the terms of this Agreement and has manifested said acceptance by clicking on the "I ACCEPT" button at the bottom of this Agreement.

1.4 "*Purchase Price*" is the payment which has been enumerated in this Agreement and which Customer agrees to pay to Licensor for the Software Product.

2. Licensor's Duties.

2.1 *Privacy of Customer's Information.* Licensor shall not disclose to third parties any personal information which Customer forwards to Licensor through the Information Entry Page. The information which the Customer forwards to Licensor through the use of the Information Entry Page shall be used solely by Licensor for the purposes of billing, advertising, and for notifying Customer of any future information pertaining to the Software Product, such as upgrade information.

2.2 *Provision of Software Product.* Licensor shall allow Customer to access the Software Product after the Customer has (1) indicated Acceptance of this Agreement, (2) has properly filled out all information on the Licensor Information Entry Page, and (3) has made full payment for the Software Product. Licensor shall allow Customer to download the Software Product from the Licensor Download Page after the Customer has accessed the Licensor Download Page.

2.3 *Failed Download of Software Product.* Licensor recognizes that Customer may fail to properly download the Software Product. Licensor shall grant Customer access to the Licensor Download Page during the term of this Agreement.

3. Customer's Duties.

3.1 *Payment.* Customer agrees to pay Licensor the Purchase Price.

3.2 *Information Entry Page.* Customer shall enter and forward to Licensor truthful and factually accurate information on the Information Entry Page. Customer shall provide credit card information on the Information Entry Page which Licensor shall use according to and in the amount of the Purchase Price.

3.3 *Intellectual Property Ownership.* Customer recognizes that the entire Software Product is Licensor's copyrighted and trademarked intellectual property.

3.4 *Administrator.* Customer agrees and accepts full responsibility for the use and dissemination of the Software Product within its organization and externally. Customer recognizes that the Software Product is a ride share application and that there exists real and potential liabilities in the use of such an application. Administrator is solely responsible for the use of the Software Product, training of its members and users, and the safety and security of the individuals using the Software Product as either Customer or End Users (individuals using the Software Product as ride recipients, drivers, passengers, or otherwise).

4. *License.* LICENSOR GRANTS TO CUSTOMER A NON-EXCLUSIVE LICENSE TO USE THE SOFTWARE PRODUCT AS PROVIDED IN THIS LICENSE. THE SOFTWARE PRODUCT IS LICENSED BY LICENSOR TO CUSTOMER FOR CUSTOMER'S USE ONLY ACCORDING TO THE TERMS OF THIS AGREEMENT.

4.1 *Use of Software Product.* Customer agrees to limit Administrator access to no more than one person per Administrator Account. Customer acknowledges and agrees that Customer has no right, power or authority to make any modifications to or unauthorized copies of the Software.

4.2 *Term of License.* This License Agreement is effective until terminated by Licensor. Customer may terminate this License Agreement by permanently deleting the Software Product and any backup or archival copy from the computer(s) on which they are stored.

4.3 *Restrictions.* Customer may not lease or rent the Software Product. Customer may not modify, reverse engineer, decompile, disassemble or create derivative works from the Software Product.

5. *Copyright.* The Software Product is copyrighted material owned by Licensor and is protected by United States copyright law and by international treaties. Customer agrees that Licensor owns and holds title to the Software Product and all subsequent copies thereof regardless of the form or media, and that all title, ownership rights, and intellectual property rights in the Software Product shall remain with Licensor. Customer may not copy or otherwise reproduce any part of the Software Product with the exceptions specified in Paragraph 4.1. Customer may physically transfer the software electronically over a network.

6. *Purchase Price.* Customer agrees to pay the total of Four Hundred and 00/100 dollars (\$400.00) to Licensor by entering proper credit card information on the Licensor Information Entry Page.

7. *Licensor Information Entry Page.* The Licensor Information Page shall require Customer to enter Customer's full name, address, phone number, and credit card information. The Licensor Information Page shall also ask Customer to provide voluntary information which Licensor shall use only according to the terms of Paragraph 2.1.

8. *Governing Law; Attorney's Fees; Jury Waiver.* This Agreement shall be governed by, subject to, and construed in accordance with, the substantive laws of the State of Missouri, without

regard to its conflict of laws provisions. Customer expressly disclaims the applicability of, and waives any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods. In an action arising out of or relating to this Agreement, Customer consents to the exclusive jurisdiction of the federal and state courts located in the County of Boone, Missouri. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs incurred in litigating or otherwise settling or resolving such action. CUSTOMER FURTHER AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

9. *Customer Indemnification.* Customer agrees to defend, indemnify and hold harmless Licensor, its suppliers and its resellers from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to Customer's use, reproduction or distribution of the Software Product or Customer's breach of any representation, warranty or obligation under this Agreement. Customer's indemnification obligations extend and include any obligations arising from Customer's failure to properly train and supervise its drivers, from drivers, passengers, and other third-parties injured by accident or misconduct, or for any other reason in which Licensor may or is added as a party to any legal matter from Customer's use of Licensor's Software Product.

10. *DISCLAIMER OF WARRANTIES.* The services and products provided by Licensor under this Agreement are provided "AS IS," WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF THE SOFTWARE PROGRAM, FITNESS FOR CUSTOMER'S PURPOSE OR SYSTEM INTEGRATION; INFORMATIONAL CONTENT OR ACCURACY; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. CUSTOMER AGREES THAT ANY EFFORTS BY LICENSOR TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE DISCLAIMER OF WARRANTIES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT REMAINS WITH CUSTOMER.

11. *LIMITATION OF REMEDIES.* CUSTOMER AGREES THAT LICENSOR SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE TO LICENSOR, OR LICENSOR WAS GROSSLY NEGLIGENT. IN NO EVENT SHALL LICENSOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE SOFTWARE PRODUCT. CUSTOMER AGREES THAT ANY EFFORTS BY LICENSOR TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATION OF REMEDIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Customer. In such jurisdictions, Licensor's liability is limited to the greatest extent permitted by law.

12. *Export Restrictions.* Customer agrees not to export the Software Product or any copies thereof or any products utilizing the Software Product in violation of any applicable laws or

regulations of the United States. Customer agrees to indemnify Licensor from liability if Customer violates any such laws or regulations.

13. *Force Majeure.* Licensor shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

14. *Entire Agreement.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. Licensor may amend this Agreement from time to time. Any amendments will be effective upon posting of such updated terms either on Licensor's website or through the Application. Your continued use or access of the Application after any such posting of an amendment confirms your consent to be bound by the Agreement. If you reject any future amendments to this Agreement, you must provide Licensor notice of your objection, in writing, to Licensor's registered agent. Your objection to future amendments to this Agreement will continue to bind you to the then most current Agreement prior to your objection. Objections to this Agreement, at any time in the future, may result in your inability to use this Application in the future.

15. *Knowing Consent and Authority to Consent.* By downloading, installing or using any part of the Software Product, Customer indicates that Customer has read this Agreement, understands the Agreement, and agree to be bound by its terms and conditions.

16. *Severability.* If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect the remainder of this Agreement, and this Agreement shall continue in force and effect to the full extent allowed by law.