

VEHICLEMRI AFFILIATE PROGRAM TERMS OF SERVICE AND CONDITIONS

By signing up to be an Affiliate in the VehicleMRI Affiliate Program ("Program") you are agreeing to be bound by the following VehicleMRI Affiliate Program Terms of Service and Conditions ("Agreement").

By signing up to be an Affiliate, the Affiliate acknowledges receipt of copy of this Agreement and indicates that the Affiliate has read or has had the opportunity to read, this Agreement (in full) including Addendum A "Email Compliance and Logo and Usage Requirements" and agrees to comply with the terms of service and conditions set forth.

VehicleMRI reserves the right to update and change this Agreement from time to time without notice. Any new features that augment or enhance the current Program, including the release of new tools and resources, shall be subject to the Agreement. Continued use of the Program after any such changes shall constitute your consent to such changes. You can review the most current version of the Agreement at any time at: <https://purchase.vehiclemri.com/Document/AffiliateAgreement.pdf>

Violation of any of the terms below will result in the termination of your Account and forfeiture of any outstanding affiliate commission payments earned during the violation. You agree to use the Affiliate Program at your own risk.

1. Definitions.

As used in this Agreement:

"VehicleMRI" means VehicleMRI, LLC or any of the subscriptions available on Our Site(s).

"we, us, Company" means VehicleMRI

"you" means the applicant/Affiliate

"Our Site(s)" shall mean one of the websites or both on the World Wide Web at www.VehicleMRI.com and www.runmri.com.

"Affiliate" means an individual or business generating their own traffic for the purpose of getting Visitors to purchase products at Our Site(s). Affiliate cannot be an employee of EASE Diagnostics or VehicleMRI or an individual or business applying on behalf of one.

"Visitor" means any person, or user that clicks on an Affiliate Link that is directed to Our Site(s).

"Affiliate's Site" shall mean the Affiliate's web site on the World Wide Web at the URL designated by affiliate.

"Affiliate's Emails" shall mean email messages that Affiliate distributes to permission based email addresses provided by express affirmative consent to Affiliate to receive such marketing promotional emails.

“Affiliate Link(s)” shall mean a unique hyperlink generated by Our Site(s) that is placed on an Affiliates Site or in an Affiliates’ Emails in a form acceptable to VehicleMRI, such as the VehicleMRI logo, images, words, graphical artwork, button links, and text links that when clicked on sends a Visitor to Our Site(s).

“Affiliate Program” shall mean a revenue sharing program where a VehicleMRI affiliate receives a portion of income for delivering qualifying subscription sales, to Our Site(s).

“Qualifying Purchases” shall mean the total of Products purchased that is paid in full in a VehicleMRI Customers account that was generated via an approved Affiliate Link.

“Products” shall mean the various items that are sold on Our Site(s) that consist of for example; subscriptions, reports, vehicle interfaces. The list of items may vary from time to time.

“Affiliate Commission Rate” shall mean Affiliate's percentage earned based on the Qualifying Purchases.

“Commission” shall mean monies earned by Affiliate via the Affiliate Commission Rate on Qualifying Purchases.

"Adult Content" means any material, including textual, audio, graphic, or video material, which is violent or pornographic or which contains nudity, explicit violent or sexual material or depictions of violent or sexual acts.

“Unsuitable site” means any website that, Promotes sexually explicit materials, Promotes hate and/or violence, Promotes discrimination based on race, sex, religion, nationality, disability, or age, Promotes illegal activities, Include "VehicleMRI, FleetMRI, RunMRI, CarMRI, MRI" or any VehicleMRI trademark variations or misspellings thereof in their domain names or otherwise violate intellectual property rights or Any website or email methods that violate the terms of this Affiliate agreement.

2. Grant of License.

All images, trademarks, service marks, product names, company names, or logos appearing on Our Site(s), other than the licensed materials owned by VehicleMRI, are the property of their respective owners. Any use of such images, trademarks, service marks, product names, company names, or logos, including the reproduction, modification, distribution, or republication of same, without the prior written permission of the owner of same, is strictly prohibited.

Nothing in this Agreement shall grant to you any rights in the Logo, Our Site(s), any VehicleMRI product or any other intellectual property of VehicleMRI or any of its subsidiaries or affiliates, other than as expressly set forth herein.

VehicleMRI grants Affiliate a limited, non-exclusive, non-transferable, revocable right to use the approved VehicleMRI Links, Approved Logos, images and graphics, solely for the purpose of identifying Affiliate as an affiliate marketing partner of VehicleMRI and to assist in generating Product

Sales and sales of associated products in accordance with this Agreement. VehicleMRI reserves all rights in the Affiliate Links, images, trademarks, service marks, trade names and all other intellectual property rights.

VehicleMRI may revoke Affiliate's license at any time upon notice to Affiliate. This license shall terminate upon the notice or the effective date of the expiration or termination of this Agreement, whichever is earlier.

3. Links on Your Site.

Upon mutual acceptance of this agreement you will have access to the Affiliate area of Our Site(s) where you can generate Affiliate Links. These Affiliate Links can be easily used by your site or emails to implement the link to the designated page on the Our Site(s).

You will be responsible for the placement of the Affiliate Links. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with access to the Affiliate area of our site where you can generate Affiliate Links. These Affiliate Links are unique to you and are to be used in all links between your site and Our Site(s).

You will earn Commission only with respect to activity on Our Site(s) occurring directly through Affiliate Links generated by Our Site(s); we will not be liable to you with respect to any failure by you to use Affiliate Links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

In utilizing the Affiliate Links, Affiliate agrees to cooperate fully with VehicleMRI in order to establish and maintain such Links on Affiliate's Site and in Affiliate's Emails. Affiliate may distribute email containing approved Affiliate Links, and Affiliate agrees to abide by VehicleMRI's Email Compliance and Logo Usage Requirements attached as Addendum A and incorporated herein, including, among other things, Affiliate agrees to comply with the requirements of the CAN-SPAM Act of 2003 and all other anti-spam laws in Affiliate's distribution of email that contains messaging regarding Our Site(s). We shall have the right to monitor Affiliate's Site and Affiliate's Emails at any time to determine if Affiliate is in compliance with the terms of this Agreement.

Affiliates shall not post or serve any advertisements, promotional, or other additional content around or in conjunction with the display of Our Site(s) (e.g., through any "framing" technique or technology or pop-up windows), or assist, authorize, or encourage any third party to take any such action.

Affiliates may not read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity. Affiliates may not in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site. Affiliates may not take any action on the Our Site(s) or your site that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring;

4. Order Processing

We will process orders placed by customers who follow Affiliate Links from your Linking Site or emails to Our Site(s). We will track sales made to customers who purchase orders using Affiliate Links from your Linking Site or emails to our Site and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion. We shall process all orders placed by customers who follow the Affiliate Links to Our Site(s). VehicleMRI reserves the right to reject orders that do not comply with any requirements that VehicleMRI may periodically establish, such as, but not limited to, false names and/or addresses, prank orders, and other such fraudulent orders. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will process payments, cancellations, and returns, and handle customer service. To permit accurate tracking, reporting, and Commissions accrual, Affiliate must ensure that the Links between Affiliate's Site/Affiliate's Emails and Our Site(s) are properly formatted with Affiliate's Link as generated by Our Site(s).

5. Recurring Commissions and Cookie Duration

VehicleMRI will pay the Affiliate a Commission with a tiered Rate on all Qualifying Purchases made in each VehicleMRI customer account where the Purchase was made via an approved Affiliate link. Your total commission will be the sum of all commissions earned on each customer account.

The Commission is a tiered percentage of the fee(s) that the customer has paid to VehicleMRI in a 30 day period (less any taxes that VehicleMRI is required by law to withhold and less any discounts), according to the chart below. Commissions are only earned if a customer makes a payment. If they cancel their account within the 30-day free trial you will not be eligible for any commission on the subscription.

Commission Computation in US Dollars \$
20% of Paid Qualifying Purchases between \$1-\$500
Plus 10% of Paid Qualifying Purchases between \$501-\$1000
Plus 5% of Paid Qualifying Purchases between \$1001-\$5000
Plus 2% of Paid Qualifying Purchases of \$5001+

VehicleMRI will pay Commissions to Affiliate on a monthly basis. Payment by VehicleMRI will be by check or other mutually agreed upon method of payment.

For a Product sale to be eligible to earn a referral commission, the customer must sign-up for a VehicleMRI account within 45 days of getting to Our Site through an approved Affiliate Link from your site or email, and make first payment within 60 days of signing up.

Affiliates that refer customers and are eligible for commission will be entitled to a commission percentage for all fees that VehicleMRI collects from that customer (on a monthly basis) for up to a maximum of 12 months, provided that Affiliate is in good standing with VehicleMRI and Agreement has not been terminated by us or you.

Recurring commission will only be eligible during the period in which VehicleMRI has collected fees from the customer for a maximum of 12 months.

If at any point VehicleMRI does not collect fees from the affiliate referred customer, the referring affiliate will become ineligible to receive commission for any future fees collected from the customer.

Commissions will be void for customers that ask for refunds or credits for the first month's bill. We reserve the right to disqualify commissions and terminate affiliate accounts for affiliates that repeatedly refer customers that ask for refunds or credits.

Commission structure is subject to change at our discretion. We will notify all Affiliates 30 days prior to a commission structure change. Commissions earned under the previous structure will be paid under the previous structure. Commissions under the new structure will be paid under the new structure.

We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

6. Pending Sales, Returns and Commission Payments

Sales from Affiliate Links will be held as "Pending Sales" for a 30-day period. Upon completion of the "Pending Sales" period, you will receive a Commission check for approved sales for that Month. Sales will be Net of returns and any taxes that VehicleMRI is required by law to withhold if applicable. Sales will also be Net of any discounts applied to the account. The Commission check will be sent approximately 30 days following the end of each "Pending Sales" period. However, if the commission payable to the applicant for any calendar month are less than \$50.00, we will hold those fees until the total amount due is at least \$50.00 or (if earlier) until this Agreement is terminated. If the customer returns a product that generated a commission, we will deduct the corresponding fee from the affiliate's monthly payment. If there is no subsequent payment, we will send a bill for the fee if the return is not processed that calendar month. Affiliate hereby acknowledges that they are responsible for paying this bill should this occur. If Commissions payable to Affiliate for any month are less than \$50, we may review this Agreement and reserve the right to terminate this Agreement at our sole discretion, at any time, upon notice to Affiliate.

7. Customer Definition, Policies and Pricing

Customers who purchase Products, which are generated via Affiliate Links, will be deemed to be customers of VehicleMRI without affecting their status as Affiliate's customer. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and Product sales will apply to those customers with respect to their transactions at Our Site(s). We may change our policies and operating procedures at any time consistent with applicable laws and without notice. For example, we will determine the prices to be charged for Products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you already have listed on your Site or your Emails, Affiliate may not include price information in Affiliate's Links. We will use commercially reasonable

efforts to present current and accurate information, but we cannot guarantee the price of any particular subscription or the error-free or uninterrupted operation of Our Site(s).

8. Identifying Yourself as a VehicleMRI Affiliate

Any press releases or disclosures with respect to this Agreement, your participation in the Program, or VehicleMRI, LLC, its sites, programs or products must be approved by VehicleMRI, LLC in writing prior to the release of such press release or disclosures. Unauthorized actions regarding this may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our products, say you are part of VehicleMRI, LLC, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that VehicleMRI.com or VehicleMRI, LLC supports, sponsors, endorses, or contributes money to any charity or other cause).

9. Intellectual Property; Trademarks, Copyrights, Patents

You recognize that the title to the graphic image and text, Logo, VehicleMRI.com, VehicleMRI, LLC, all VehicleMRI products, and any other images, our trade names and trademarks, including without limitation, the underlying technology of the VehicleMRI Process, Reports, Statistics, Database and all associated intellectual property rights and trade secrets therein (collectively the "VehicleMRI Materials"), are and shall remain the sole and exclusive property of VehicleMRI. Your use of the VehicleMRI Materials is only for distribution and display to potential customers through the license granted in this Agreement for the term of this Agreement and the right to do so shall terminate with this Agreement. Any rights not expressly granted hereunder are reserved to VehicleMRI. Except as expressly authorized herein, You shall not, and shall ensure that your employees, agents or others acting on your behalf do not: (i) modify, translate, reverse engineer, decompile, disassemble, create derivative works from the VehicleMRI Materials or incorporate all or any portion of the VehicleMRI Materials into other software, product or technology for its own use or the use of third parties outside the scope or term of this Agreement; (ii) copy, distribute, alter, or cover any copyright notices, trademarks, or other proprietary rights notices placed or embedded by VehicleMRI on or in the VehicleMRI Materials; or (iii) alter any trademarks or other proprietary marks of VehicleMRI. We may revoke your license at any time by giving you written notice.

Copyrights. Our Site(s) are the property of the Company or its software suppliers and is protected by United States and international copyright laws. Reproduction of such Software, in whole or in part, is prohibited without prior written consent of the Software owner.

Patents. Certain aspects of Our Site(s) as well as certain features and services accessible from Our Site(s) may be covered by one or more patents.

10. Search Engine Marketing

Affiliates are prohibited from bidding on trademarked/branded terms, as well as misspellings/variations thereof, including, but not limited to: VehicleMRI, CarMRI, FleetMRI, InsuranceMRI, AuctionMRI, DiagnosticMRI, MRI. Use of trademarked/branded terms in longtail

keywords is also restricted, but may be allowed with permission. For inquiries or to request permission, please contact the account manager at affiliate@vehiclemri.com.

Affiliates may not use vehiclemri.com, www.vehiclemri.com, runmri.com, or www.runmri.com as the display URL in any search ad. The use of [Vehiclemri.com](http://vehiclemri.com) or any variation is allowed in the display URL in search ads ONLY after the root URL (Example:www.affiliatesite.com/vehiclemri).

Affiliates must not use any illegal, deceptive or misleading claims in ad copy. Affiliates are also prohibited from including the phrases "Official Site", or official language.

Affiliates are prohibited from direct linking.

Affiliates MAY NOT bid on any trademarked terms, or variations or misspellings of those terms. Any other terms are free to be bid on. Affiliates MAY NOT link directly from Our ad to any page on Our Site(s) and they MAY NOT use Our Site(s) URL as your display URL, however, both of these restrictions are open to negotiation for top performing affiliates. If you have any questions regarding a planned campaign, feel free to contact your account manager at affiliate@vehiclemri.com.

11. Website Content and Domain Names

Affiliates may not register or purchase domain names including the terms VehicleMRI, CarMRI, FleetMRI, InsuranceMRI, AuctionMRI, DiagnosticMRI, MRI or any misspellings/variations thereof. Affiliates promoting VehicleMRI in this manner will immediately be removed from the VehicleMRI Affiliate Program and all associated transactions will be reversed. VehicleMRI may not be used as a subdomain (Example: vehiclemri.example.com), however, it may be used as a directory of your domain (Example: www.example.com/vehiclemri).

Affiliates may not promote VehicleMRI on websites that contain any form of misleading, defamatory, obscene, adult, bigoted, illegal, software, spiderweb marketing or any other content deemed offensive or an Unsuitable Site by VehicleMRI.

12. Coupons and Promotional Codes

Affiliates may only use active coupons and promotional codes that are provided exclusively through the VehicleMRI affiliate program. Affiliates are not permitted to promote coupon or promotional codes from VehicleMRI's non-affiliate program marketing efforts, such as email promotions. Affiliates are not permitted to promote coupon or promotional codes that are exclusively offered to other affiliates (exclusive/vanity codes). Affiliates are not permitted to alter coupon or promotional terms to mislead customers. If the coupon or promotional code has an expiry date, the date must be clearly stated.

13. Responsibility for Your Site and Indemnification

Affiliate will be solely responsible for the development, operation, and maintenance of Affiliate's Site and Affiliate's Emails and for all content and materials that appear on Affiliate's Site and Affiliate's Emails.

For example, you are solely responsible for, but not limited to:

The technical operation of your Affiliate Site and Affiliate Emails and all related equipment

Creating and posting descriptions on your site and linking those descriptions to Our Site(s)

The accuracy, truth and appropriateness of materials posted on Affiliate's Site and in Affiliate's Emails (including, among other things, all Product/subscription-related materials and any information you include within or associate with Affiliate Links)

Ensuring that materials posted on Affiliate's Site and in Affiliate's Emails do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)

Ensuring that materials posted on Affiliate's Site and in Affiliate's Emails are not libelous or otherwise illegal.

Ensuring the display of Affiliate Links on your site or emails does not violate any agreement between you and any third party (including without limitation any restrictions or requirements placed on you by a third party that hosts your site).

Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

Taxes. You are responsible for paying taxes on any commissions earned from us.

US Citizens - in order to receive more than \$600 in commissions per calendar year, an IRS Form W-9 must be completed and submitted to us. The form can be found in the Affiliate Login area.

VehicleMRI disclaims all liability for these matters. Further, you shall indemnify and hold harmless VehicleMRI, LLC, its affiliates and subsidiaries, and their respective officers, directors, members, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any misrepresentation or breach of your representations and warranties set forth in this Agreement; (b) any non-compliance by you with any covenants, agreements or undertakings of Affiliate contained in or made pursuant to this Agreement; and (c) relating to the development, operation, maintenance, and contents of your site.

14. Term and Termination of the Agreement

- (a) The term of this Agreement shall begin on the date you agree to be bound by the terms hereof by signing up for this Affiliate Program and approval by VehicleMRI and shall continue on a month to month basis until terminated as provided herein.
- (b) Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice by giving the other party written notice of termination.
- (c) This Agreement shall terminate automatically and simultaneously with the time that Affiliate is in violation of this Agreement. VehicleMRI may terminate the Agreement immediately upon reasonable expectations that Affiliate is in violation of this Agreement including, but not limited to, not receiving adequate assurances from Affiliate that Affiliate is not in violation of this Agreement.
- (d) Whether or not VehicleMRI terminates this Agreement as provided herein, VehicleMRI reserves the right to take action against any use that does not conform to this Agreement, infringes any intellectual property or other right of VehicleMRI, or violates applicable law.
- (e) Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your Affiliate Site and Affiliate Emails, all links to Our Site(s), and all reference to VehicleMRI including but not limited to VehicleMRI, LLC trademarks, Logos, and trade dress, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with this Agreement.
- (f) Affiliate is only eligible to earn Commissions on Product Sales occurring during the term of this Agreement, and Commissions earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final Commission payment for a reasonable time to ensure that the correct amount is paid.

An abandoned affiliate account is defined as any account that has not been logged into or no sales have been made by affiliate for a period of six months. If either of these conditions are true, the affiliate account will be terminated. Affiliate accounts that are left abandoned will be removed from our system if their balance is equal to or less than \$25. If an abandoned affiliate account has a balance between \$25 and \$50, a \$25 fee will be assessed once per calendar month until the balance is equal to zero dollars – and is closed.

VehicleMRI, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other VehicleMRI service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all potential or to-be-paid commissions in your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. We reserve the right to refuse service to anyone for any reason at any time.

You cannot SPAM. You cannot SPAM. You cannot SPAM. We will terminate your account on the first offense of SPAMMING. Do not send email to lists or groups that you do not have permission to send to. We cannot stress this enough, we WILL terminate your account on the first offense.

Fraud is a serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions. ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN TERMINATION AND VOIDED COMMISSIONS.

We reserve the right to disqualify commissions and terminate affiliate accounts for affiliates that repeatedly refer customers that ask for refunds or credits.

(h) The provisions of sections 13, 14(e-f), 15, 17, 18, 21, 22, and 26 hereof shall survive the termination of this Agreement.

15. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time, without prior notice and in our sole discretion, by posting a change notice or a new agreement on Our Site. Modifications may include, for example, changes in the scope of available Commissions, commission rate and associated tier values, payment schedules, payment procedures, product name, products included, associated products and other rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE. No other amendments to this Agreement may be made without the prior written consent of the authorized representatives of each party.

16. Relationship of Parties

Affiliate and VehicleMRI are independent contractors. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. Affiliate will not make any statement, whether on Affiliate's Site or in Affiliate's Emails or otherwise, that reasonably would contradict anything in this Section.

17. Disclaimer of Warranties

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE AFFILIATE PROGRAM OR ANY PRODUCTS SOLD THROUGH THE AFFILIATE PROGRAM (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITES WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS. VEHICLEMRI OBTAINS THE DATA USED WITHIN OUR SITES FROM SOURCES THAT IT CONSIDERS TO BE RELIABLE; HOWEVER, NEITHER VEHICLEMRI,

NOR ANY OF ITS AFFILIATES, SUBSIDIARIES OR VENDORS WARRANTS THE ACCURACY OR COMPLETENESS OF SUCH CONTENT.

18. Limitation of Liability

IN NO EVENT SHALL VEHICLEMRI, NOR ANY OF ITS AFFILIATES OR SUBSIDIARIES, BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, SAVINGS, DATA OR USE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, VEHICLEMRI, ITS AFFILIATES, SUBSIDIARIES AND ITS VENDORS SHALL HAVE NO RESPONSIBILITY FOR ANY MONETARY DAMAGES UNDER ANY CONTRACT, TORT OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF THE FORM OF THE ACTION. SUCH LIMIT SHALL APPLY WHETHER OR NOT VEHICLEMRI OR ANY OF ITS SUBSIDIARIES, AFFILIATES, OR ITS VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT YOU ARE IN A JURISDICTION THAT DOES NOT ALLOW SUCH LIMITATIONS, THE PARTIES AGREE THAT IN NO EVENT SHALL ANY DAMAGES INCURRED BY YOU (FOR WHICH VEHICLEMRI, ITS AFFILIATES, SUBSIDIARIES OR VENDORS ARE FOUND LIABLE) UNDER THIS AGREEMENT EXCEED THE TOTAL COMMISSIONS PAID UNDER THIS AGREEMENT. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSION PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

19. Compliance with Laws

As a condition to Affiliate's participation in this Agreement, Affiliate agrees to comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over Affiliate, whether those laws, etc. are now in effect or later come into effect during the term of this Agreement. Without limiting the foregoing obligation, Affiliate agrees to comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

20. Independent Investigation.

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate web sites that are similar to or compete with your website and emails. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

21. Representations and Warranties.

You hereby represent and warrant to VehicleMRI that you (a) have the right, power and authority to enter into this Agreement and perform your obligations as set forth herein, (b) are under no obligation or restriction, nor will you assume any such obligation or restriction, that does or would interfere or conflict with your obligations under this Agreement, (c) the information provided is true, correct and complete, and (d) You shall not have the right to use, publish, share, sell or otherwise distribute any data collected with respect to users of the Linking Site(s) which relate to (i) their clicking on a Link, (ii) their use of VehicleMRI.com, or (iii) any other information deemed proprietary by VehicleMRI.

22. Covenants.

You hereby covenant and agree with VehicleMRI that (a) you shall comply with VehicleMRI's Privacy Policy and Terms of Use Agreement, each as in effect from time to time, (b) the Affiliates Link(s) shall not be operated in violation of any applicable federal, state or local law, rule or regulation, (c) the content included on the Linking Site(s) or in any Linking email(s), as well as the operation of such, will not violate or infringe the copyright, trademark, trade name, patent, literary, intellectual, artistic or dramatic right, right of publicity or privacy or any other right of any entity or person or contain any material which is libelous, slanderous or obscene, (d) if any of the information provided above changes at any time, you will notify VehicleMRI as specified below in Section 23, and (e) the Affiliates Link(s) shall not publish, link to, sell or otherwise distribute Adult Content or anything that is considered an Unsuitable Site, and you will remove any such Unsuitable or Adult Content as soon as you become aware, or are made aware, of such content.

23. Notices.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, by first class, regular mail as certified or registered mail with postage prepaid. Notices to you shall be sent to the address specified in your Affiliate contact information on Our Site.

Notices to VehicleMRI should be sent to the following address:

VehicleMRI, LLC
Attn: Affiliate Program
Vehicle Research Center – BLDG 2
Scott Township, PA 18447

You may change your address for notices by revising it on Our Site. VehicleMRI may change its address for notices by updating Our Site or this Agreement. In the event you have not indicated an address, or your address is no longer current, VehicleMRI may use (i) the address indicated for the owner of the URL of the Linking Site in the database maintained by Network Solutions, Inc., or any other applicable domain registration authority, or (ii) the e-mail address of the webmaster of the Linking Site, or any other similar e-mail address specified on the Linking Site.

24. Viruses.

We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing Our Sites or you're downloading of any Content from Our Sites.

25. Username and Password.

Access to and use of password protected and/or secure areas of this Website are restricted to subscribers only. Unauthorized individuals attempting to access these areas of this Website may be subject to prosecution.

You are responsible for maintaining the security of your username and password required to access the Our Site(s). We will accept the instructions of any individual who claims to be authorized to direct changes to your Subscription so long as such person presents your username and password or provides other appropriate account identifying information, as determined by us in our sole and absolute discretion, by email or phone. You hereby agree and acknowledge that we have no knowledge of your organizational structure, if you are registering for the VehicleMRI Services as an organization, or your personal relationships (if you are an individual). You hereby agree and acknowledge that you will be solely responsible and liable for any activity that occurs under your username, and we shall not be responsible or have any liability for the actions of any individuals who misuse or misappropriate any information using your username and password or other account identifying information. You hereby agree and acknowledge notifying us in writing immediately of any unauthorized use of your username or any other breach of security.

26. Miscellaneous.

- A. Entire Agreement. This Agreement, the VehicleMRI Terms of Use Agreement and Privacy Policy, as may be amended from time to time, contains the entire understanding between the Company and you with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, which you and the Company acknowledge have been merged into such documents.
- B. Amendments. The Company may amend this Agreement from time to time with or without notice to you. You may not amend or waive this Agreement or any term hereof other than by a written instrument referencing this Agreement and signed by you and the Company.
- C. Waivers. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of the Company to exercise any right hereunder in any manner impair the exercise of any such right.
- D. Governing Law; Consent to Jurisdiction. This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States, without regard to the conflicts of law

provisions of the Commonwealth of Pennsylvania or of any other jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted. Each of you and the Company agrees that any breach of any term or condition of this Agreement shall be deemed to be a breach occurring in the Commonwealth of Pennsylvania by virtue of a failure to perform an act required to be performed in the Commonwealth of Pennsylvania. Nothing in this Section 26(D) or 26(E) shall affect or limit any right to serve process in any other manner permitted by law.

E. Arbitration.

1. Any claim or controversy arising out of or relating to this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement or the relationship between you and the Company created by this Agreement (all of which are referred to herein as “**Arbitrable Claims**”) even though some or all of such Arbitrable Claims may be extra-contractual in nature, whether such Arbitrable Claims sound in contract, tort or otherwise, at law or in equity, under state, federal or international law, whether provided by constitutional, statutory or common law, for damages or any other relief, shall be settled by final and binding arbitration before one arbitrator mutually selected by you and the Company from a panel provided by the American Arbitration Association (“**AAA**”) administered by and conducted under the Commercial Rules of the AAA, and judgment upon the award by the arbitrator may be entered in any court having jurisdiction.

2. The arbitration will be conducted in Philadelphia, Pennsylvania, United States. You and the Company agree that the arbitration award and record, and information and documents not otherwise in the public domain that are used at or in connection with any arbitration between you and the Company, shall not be disclosed to third parties by the arbitrator or by you without the prior written consent of the Company. You and the Company further agree that the arbitration and any discovery taken shall be conducted as promptly as possible.

3. Any such arbitration shall, at the written request of the Company, include as parties to such arbitration or consolidate under one arbitration proceeding, all parties and claims involving common questions of fact or law whose presence is required to resolve the controversy to the extent practicable and/or possible.

4. Notwithstanding anything to the contrary, nothing in this Section 26(E) shall prohibit the Company from instituting proceedings in a state, federal or international court with jurisdiction over you and/or the Company to: (A) compel arbitration in accordance with this Agreement to arbitrate; (B) obtain orders to require witnesses to obey subpoenas issued by the arbitrator; (C) seek injunctive relief, including temporary and preliminary injunctive relief; or (D) secure confirmation or enforcement of any arbitration award rendered pursuant to this agreement to arbitrate. Once selected, all questions relating to the validity, interpretation and provisional remedies, pending completion of the arbitration, shall be determined by the arbitrator.

5. The arbitrator shall provide detailed, written findings of fact and conclusions of law to you and the Company in support of any award or decision the arbitrator makes. You and the Company agree that each of you and the Company may take discovery of each other and third parties as is necessary to resolve the controversy. You and the Company agree that each of you and the

Company may take no more than a total of ten (10) depositions, including depositions of third parties; that each of you and the Company may request the other to produce all non-privileged documents that are relevant to a claim or defense asserted in such arbitration; and that each of you and the Company shall, through subpoenas issued by the arbitrator, have the right to seek documents and deposition testimony from third parties who may have information relevant to the claims or defenses asserted in such arbitration. There shall be no other discovery permitted or required, including but not limited to initial disclosures, interrogatories or requests for admission. If you and the Company disagree on any aspect of discovery, you and the Company shall submit the dispute to the arbitrator who shall resolve the dispute in accordance with federal law.

6. Each of you and the Company shall bear all of your/its own respective fees and costs of the arbitration (e.g., filing, attorney and expert witness fees) and shall share equally the costs of the arbitration, including the arbitrator, court reporter and hearing room fees. The arbitrator shall neither have the power to award any fees, including legal, expert witness or other fees or costs to any party, nor shall the arbitrator have the authority to award any treble, punitive, special, exemplary, incidental, indirect, punitive or consequential damages.

F. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections and paragraphs shall, unless otherwise provided, refer to sections and paragraphs hereof.

G. Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The remaining terms of this Agreement shall be enforceable in accordance with their respective terms.

H. Waiver of Jury Trial. EACH OF YOU AND THE COMPANY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THIS WEBSITE, THE VEHICLEMRI SERVICES AND/OR THE CONTENT.

I. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of you and the Company and the Company's successors and assigns. You may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company. The Company may assign any or all of its rights under this Agreement to any person or entity without your consent, including, without limitation, to: (i) an affiliate of the Company; or (ii) any successor of its business (whether by merger, asset sale or otherwise).

J. Earnings Disclaimer. There is no promise or representation that you will make a certain amount of money, or any money, or not lose money, as a result of using our products and services.

Any earnings, revenue, or income statements are strictly estimates. There is no guarantee that you will make these levels for yourself. As with any business, your results will vary and will be based on your personal abilities, experience, knowledge, capabilities, level of desire,

and an infinite number of variables beyond our control; including variables we or you have not anticipated. There are no guarantees concerning the level of success you may experience. Each person's results will vary.

There are unknown risks in any business, particularly with the Internet where advances and changes can happen quickly.

The use of our information, products and services should be based on your own due diligence and you agree that we are not liable for your success or failure.

ADDENDUM A 'EMAIL COMPLIANCE AND LOGO USAGE, REQUIREMENTS'

Affiliate's Emails must meet these criteria:

- May only be sent to recipients who have expressly agreed directly with Affiliate, in advance, to receive such communications from Affiliate.
- Must clearly and conspicuously identify that the message is an advertisement or solicitation, unless recipient has given prior affirmative consent to receipt of the message. Affirmative consent means that the recipient expressly consented to receive the message either in response to a clear and conspicuous request for such consent or at the recipient's own initiative.
- Must clearly and conspicuously notify the recipient of the opportunity to decline to receive further commercial email from Affiliate;
- Must provide a valid physical postal address of Affiliate.
- Must provide a functioning return email address or other Internet-based mechanism, clearly and conspicuously displayed, that a recipient may use to submit, in a manner specified in the commercial email, a reply email or other Internet-based mechanism to request not to receive future commercial email from Affiliate. The return address or Internet-based mechanism must be capable of receiving such messages for at least thirty (30) days after the transmission of the original message.
- Affiliate may not send subsequent commercial emails more than ten (10) business days after the recipient's request not to receive further emails has been received (unless there is a subsequent affirmative consent by the recipient to receive such emails.) Once Affiliate receives such a request, Affiliate may not sell, lease, exchange or otherwise transfer or release the email address of the recipient.
- May not contain materially false or materially misleading header information, or deceptive subject heading.
- May not contain Adult Content.

Affiliate may not initiate or assist in the transmission of commercial email use of an email address: (i) that was collected through automated means; from a third party web site in violation of that third party's posted privacy policy, or (ii) that was generated through automated means by combining names, letters or numbers into numerous permutations.

Affiliate may not conduct fraudulent activities related to electronic mail, including but not limited to the material falsification of header or transmission information, the unauthorized use of someone else's computer to send bulk commercial email, and the registration of an email account that materially falsifies the identity of the actual registrant.

Upon Our request, Affiliate shall provide us with documentation demonstrating that the recipients consented to receive the email at issue. In addition, in the event of a breach of this Agreement and these Email Compliance Requirements by Affiliate, in addition to all other remedies available to it, VehicleMRI shall have the right to refuse to make Commission payments to Affiliate as a result of Affiliate's efforts promoting Our Site(s), which efforts cannot be verified by Affiliate as having complied with the terms and conditions of this Agreement.

You cannot SPAM. You cannot SPAM. You cannot SPAM. We will terminate your account on the first offense of SPAMMING. Do not send email to lists or groups that you do not have permission to send to. We cannot stress this enough, we WILL terminate your account on the first offense.

Affiliate agrees to comply with the requirements of the CAN-SPAM Act of 2003 and all other anti-spam laws in Affiliate's distribution of email that contains messaging regarding Our Site(s).

Logo Usage Terms and Guidelines

VehicleMRI is the owner of several common law trademarks ("Logos");

Logos means VehicleMRI Main Logos and Affiliate Logos. The Logos are the sole and exclusive intellectual property of VehicleMRI.

VehicleMRI Main Logos means any of the official Logos used by VehicleMRI such as; the 3D bi-color VehicleMRI, the VehicleMRI 5 bar emblem Logo by itself or with the 3D bi-color VehicleMRI, and the Vehicle thru Circle Logo.

Affiliate Logos mean any VehicleMRI Main Logos that have been revised by VehicleMRI for Affiliate use that identify Affiliate as such in order to distinguish the Affiliate from VehicleMRI.

Only Approved Use of VehicleMRI Main Logos is to Link to VehicleMRI.com

Any website may use the VehicleMRI Main Logos as a link to the VehicleMRI.com website, subject to the conditions herein. You agree that your use of VehicleMRI Main Logos in connection with your Website shall be limited to true and correct copies of the exact Logos as identified in the Media Section of Vehiclemri.com, and that your use of a VehicleMRI Main Logo shall be used for the sole and limited purpose of linking to VehicleMRI's Website.

Use of Affiliate Logos

Only Affiliate Logos (not VehicleMRI Main Logos) may be used in a professional manner on the Affiliates Website, in emails, business cards, stationery, literature, advertisements, storefront window, or in any other comparable manner to signify that that you are a VehicleMRI Affiliate. The

Logos may never be used independent of the term, "BUSINESS AFFILIATE", or "LICENSED AFFILAITE". The Affiliate Logos may be used only by Affiliates in good standing, if and only if such use is made pursuant to the terms and conditions of this limited and revocable license as identified in this Agreement. Any failure by a user to comply with this Agreement may result in the immediate revocation of this license, in addition to any other sanctions imposed by VehicleMRI.

The Affiliate Logo must always Link to the designated page of Our Site(s) using an approved Link as generated by Our Site(s) and not to any other page, as "deep linking" past the VehicleMRI designated link page or homepage is strictly prohibited.

VehicleMRI Logos Must Not Be Physically Altered

You may not alter a Logo or any elements thereof in any manner, including size, form, proportions, colors, etc., or animate morph or otherwise distort their perspective or appearance. The Logo must appear by itself, with a minimum of 10 pixels of spacing between each side of the Logo and the other graphic or textual elements on your page. The Logo may not be used as a feature or design element of any other logo.

Be Honest and Professional When Using Logos

Logos may not be used in any manner that discredits VehicleMRI or any of its subsidiaries or affiliates (including, without limitation, EASE Simulation, Inc.) or their respective products or services, or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between VehicleMRI and the Affiliate, including but not limited to any use of the Logos that might be interpreted as an endorsement, approval, sponsorship, certification, or license by VehicleMRI of or to the Affiliate, the Affiliate's business or organization, or the Affiliate's products or services, or that might be interpreted as support or encouragement to purchase or utilize the Affiliate's products or services.

Logos are VehicleMRI Property

Use of the Logos shall create no rights for Affiliates in or to the Logos or their use beyond the terms and conditions of this Agreement. The Logos shall remain at all times the sole and exclusive intellectual property of VehicleMRI. VehicleMRI reserves the right to request samples of use of the Logos in order to determine compliance with these terms and conditions. Without further notice, VehicleMRI reserves the right to prohibit use of the Logos if it determines that an Affiliate's Logo usage, whether willful or negligent, is not in strict accordance with this Agreement, otherwise could discredit VehicleMRI or tarnish its reputation and goodwill, or the user is not an Affiliate in good standing. VehicleMRI may revoke this license for any reason it sees fit upon written notification to you.

Any questions concerning the use of Logos by Affiliates or may be directed to affiliate@vehiclemri.com.