

# AT YOUR SERVICE - SOFTWARE AND SERVICES LICENSE AGREEMENT

**IMPORTANT - READ CAREFULLY:** This License Agreement ("AGREEMENT") is a legal agreement between you (either an individual or a single entity) and At Your Service Software, Inc. for computer software which may include the following software products:

- At Your Service - Repair Centre (All Editions)**
- At Your Service - Process Manager**
- At Your Service - Database Repair Utility**

and may include associated media, printed materials, and "online" or electronic documentation (collectively, the "SOFTWARE"). The SOFTWARE also includes any updates and supplements to the original SOFTWARE provided to you by At Your Service Software, Inc. By installing, copying, downloading, accessing or otherwise using the SOFTWARE, you agree to be bound by the terms of this AGREEMENT. If you do not agree to the terms of this AGREEMENT, promptly return the SOFTWARE to At Your Service Software, Inc. The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

**1. GRANT OF LICENSE.** This AGREEMENT grants you the following rights: You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the SOFTWARE on a single computer, workstation or other digital electronic device ("COMPUTER"). If this package is for multiple users, you may RUN additional copies of the computer software portion of the SOFTWARE up to the number of copies specified in the purchased license. All rights not expressly granted are reserved by At Your Service Software, Inc.

**2. COPYRIGHT.** All title and copyrights in and to the SOFTWARE (including but not limited to any images and text), any accompanying printed materials, and any copies of the SOFTWARE are owned by At Your Service Software, Inc. Any and all custom programmed additions to the SOFTWARE shall become an inherent part of the SOFTWARE such that all title and copyrights in and to those additions are owned by At Your Service Software, Inc. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

**3. LIMITED WARRANTY.** At Your Service Software, Inc. warrants that (a) the SOFTWARE will perform substantially in accordance with any accompanying written or "online" materials for a period of sixty (60) days from the date of receipt, and (b) At Your Service Software, Inc. will make commercially reasonable efforts to solve any problem issues. To the extent allowed by applicable law, implied warranties on the SOFTWARE, if any, are limited to sixty (60) days.

**4. CUSTOMER REMEDIES.** At Your Service Software, Inc.'s entire liability and your exclusive remedy shall be, at At Your Service Software, Inc.'s option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE, provided that the SOFTWARE is returned to At Your Service Software, Inc. with proof of license within the warranty period. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or sixty (60) days, whichever is longer.

**5. DISCLAIMER.** To the maximum extent permitted by applicable law, At Your Service Software, Inc. disclaims all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of performance, merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the SOFTWARE, and the provision of or failure to provide support services. You bear all risk relating to quality and performance of the SOFTWARE. You assume complete responsibility for the selection and installation of the SOFTWARE. This Limited Warranty gives you specific legal rights, and you may have other rights that vary among jurisdictions.

**6. CREDIT/DEBIT CARD PAYMENT PROCESSING.** Any and all agreements between you and third-party payment processors for credit card, debit card, and similar financial transaction services are independent of this license agreement. To the maximum extent permitted by applicable law, At Your Service Software, Inc. disclaims all warranties and liability, express or implied, related to payment processing of credit card, debit card, and similar financial services integrated into the SOFTWARE by means of third parties (e.g. OpenEdge Payments LLC). You bear all risk relating to quality and performance of the SOFTWARE and agree not to hold At Your Service Software, Inc. in any way liable for issues related to payment processing transactions.

**7. REPAIR STATUS WEBSITE SERVICES.** At your option, and subject to the terms and conditions of this AGREEMENT and subject to any additional terms and conditions posted on the At Your Service Software, Inc. website (ayssoftware.com), the software module commercially sold by At Your Service Software, Inc. as "At Your Service - Process Manager" may be used to permit you to post certain data ("USER DATA") on the repair status website (repairstatus.net) ("the WEBSITE"). Without limiting the generality of the foregoing, the following terms shall apply to the provision of repair status website services:

**7(a).** You shall pay At Your Service Software, Inc. its then current fee for hosting the USER DATA as posted on the At Your Service Software, Inc. website (ayssoftware.com).

**7(b).** At Your Service Software, Inc. shall use commercially reasonable efforts to host the USER DATA on the WEBSITE.

**7(c).** At Your Service Software, Inc. may make changes to the information contained on the WEBSITE, including, without limitation, any USER DATA, at any time without notice. At Your Service Software, Inc. does not, however, make any commitment to modify or update the materials.

**7(d).** At Your Service Software, Inc. makes no warranty that access to the WEBSITE will be uninterrupted, timely, secure or error free. At Your Service Software Inc. makes no warranty that USER DATA will be available on the WEBSITE, posted in a timely manner, secure, or error free. You bear all risk relating to USER DATA posted by you on the WEBSITE, and all risk relating to the quality and performance of the WEBSITE. To the maximum extent permitted by applicable law, At Your Service Software, Inc. disclaims all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of performance, merchantability, fitness for a particular purpose, title, and non-infringement, with regard to contents of the WEBSITE and the operation of the WEBSITE.

**7(e).** You shall comply with all and be bound by any Terms of Use posted on the WEBSITE.

**7(f).** When using the WEBSITE or providing USER DATA to the WEBSITE, you shall comply with all applicable laws.

**7(g).** You shall defend, indemnify and forever hold harmless At Your Service Software, Inc. and its officers, directors, and employees, from and against any and all claims, liabilities, penalties, losses, costs, damages, demands, actions, causes of action, suits, proceedings, judgments and expenses that may be incurred by or claimed against At Your Service Software, Inc. as a result of or relating to (a) the breach of any of your obligations under this AGREEMENT or relating to the WEBSITE; or (b) any USER DATA.

**7(h).** At Your Service Software Inc. may terminate the operation of the WEBSITE, or termination of the services to you, at any time, by giving you thirty (30) days of notice. Without limiting the generality of the foregoing, notice for the purposes of this subsection, shall be deemed to have been given by At Your Service Software Inc. and received by you, if At Your Service Software Inc. posts a notice of termination on the At Your Service Software, Inc. website (ayssoftware.com).

**8. MONTHLY SUBSCRIPTION AGREEMENT.** At your option, and subject to the terms and conditions of this AGREEMENT, your license may be for a monthly subscription of the SOFTWARE. Without limiting the generality of the foregoing, the following terms shall apply to monthly subscription agreements:

**8(a). MONTHLY SUBSCRIPTION FEE AND PAYMENT.** The monthly subscription fee paid by the subscriber shall be the price for the applicable edition as posted on the At Your Service Software, Inc. website (ayssoftware.com). The monthly subscription fee shall include version upgrades, repair status hosting at repairstatus.net, and email and telephone support during the month that payment has been made. The monthly subscription fee DOES NOT include any consultation for the development of custom programming and reports, any support for custom programming and reports, or any recovery of lost or corrupted data. Payment may be rendered by way of credit card exclusively and is due no later than the fifth (5th) business day of the month. Priority support will be given to customers with a prepaid support contract or monthly subscription.

**8(b). MONTHLY SUBSCRIPTION PERIOD AND TERMINATION.** The monthly subscription agreement shall be valid from the day of the first payment and will continue valid until the last day of each month for which payment is made. The monthly subscription will be automatically renewed on a monthly basis unless the subscriber terminates it before the first day of the next month. If the monthly subscription agreement is terminated then the subscriber is obliged to erase the SOFTWARE from all computers. After termination, version upgrades, repair status hosting, and support that were provided as part of the monthly subscription agreement will cease.

**9. FREE INITIAL SUPPORT AGREEMENT.** Subject to the terms and conditions of this AGREEMENT, an initial period of support may be provided at no additional charge with the purchase of a new or upgraded license for the SOFTWARE. Without limiting the generality of the foregoing, the following terms shall apply to any initial period of free support:

**9(a). FREE INITIAL SUPPORT SERVICES.** Any initial period of free support includes unlimited phone and email support for normal use of the SOFTWARE during that initial free support period. Any initial period of free support DOES NOT include any consultation for the development of custom programming and reports, any support for custom programming and reports, or any recovery of lost or corrupted data. Priority support will be given to customers with a prepaid support contract or monthly subscription.

**9(b). FREE INITIAL SUPPORT PERIOD AND TERMINATION.** Any initial period of free support shall begin from the day that the software license is sent to you by At Your Service Software, Inc., whether electronically or by some other means. The length of the period of free support may vary from thirty (30) days to not more than 60 (days), dependent on the software license purchased. The exact length of any initial period of free support for a particular software license or upgrade will be governed by the factors posted on the At Your Service Software, Inc. website (ayssoftware.com) at the time of purchase. After termination, any support that was provided as part of the initial period of free support will cease, but may be purchased separately.

**10. YEARLY SUPPORT.** At your option, and subject to the terms and conditions of this AGREEMENT, you may purchase a yearly support contract. Without limiting the generality of the foregoing, the following terms shall apply to yearly support agreements:

**10(a). SUPPORT SERVICES.** Yearly support includes unlimited phone and email support for normal use of the SOFTWARE during the period of the paid support. Yearly support DOES NOT include any consultation for the development of custom programming, any support for custom programming, or any recovery of lost or corrupted data. Priority support will be given to customers with a prepaid yearly support contract or monthly subscription.

**10(b). SUPPORT FEE AND PAYMENT.** The yearly support fee shall be the price for the applicable edition as posted on the At Your Service Software, Inc. website (ayssoftware.com) on the date of the support contract purchase or renewal. Payment may be rendered using any standard payment method accepted as posted on the At Your Service Software, Inc. website.

**10(c). SUPPORT PERIOD AND TERMINATION.** The yearly support agreement shall be valid from the day of payment until the one-year anniversary of the payment. The support agreement will be automatically renewed on a yearly basis on the anniversary date unless it is terminated verbally or in writing at least thirty (30) days before the renewal date. After termination, support that was provided as part of the support agreement will cease, but may be purchased separately.

**11. YEARLY SUPPORT AND FUTURE VERSION UPGRADES.** At your option, and subject to the terms and conditions of this AGREEMENT, you may purchase a yearly support contract that includes future version upgrades. Without limiting the generality of the foregoing, the following terms apply to yearly support agreements that include future version upgrades:

**11(a). SUPPORT SERVICES.** Yearly support will be as defined under section 10(a) of this AGREEMENT.

**11(b). VERSION UPGRADES.** A license will be issued for any new software version(s) of the purchased edition that are released during the period of the paid support.

**11(c). SUPPORT AND FUTURE VERSION UPGRADES FEE AND PAYMENT.** The yearly support and future version upgrades fee shall be the price for the applicable edition as posted on the At Your Service Software, Inc. website (aysssoftware.com) on the date of the support contract purchase or renewal. Payment may be rendered using any standard payment method accepted as posted on the At Your Service Software, Inc. website.

**11(d). SUPPORT AND FUTURE VERSION UPGRADES PERIOD AND TERMINATION.** The yearly support and future version upgrades agreement shall be valid from the day of payment until the one-year anniversary of the payment. The support and future version upgrades agreement will be automatically renewed on a yearly basis on the anniversary date unless it is terminated verbally or in writing at least thirty (30) days before the renewal date. After termination, support and version upgrades that were provided as part of the support agreement will cease, but may be purchased separately.

**12. PRIVACY POLICY.** When you voluntarily choose to send information from the SOFTWARE to At Your Service Software, Inc. (e.g. bug reports, About box information, etc.) you consent that the information may include email addresses and/or phone numbers configured in the SOFTWARE in order to provide a means of contacting you to remedy the support issue. For our complete privacy policy including how we use information we collect from you see <https://aysssoftware.com/privacy-policy>.

**13. LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, in no event shall At Your Service Software, Inc. (including its employees and/or subcontractors) be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE, access the WEBSITE, post information to the WEBSITE, or the provision of or failure to provide support services, even if At Your Service Software, Inc. has been advised of the possibility of such damages. In any case, At Your Service Software, Inc.'s entire liability under any provision of this AGREEMENT shall be limited to the amount actually paid by you for the SOFTWARE. However, if you have entered into a separate At Your Service Software, Inc. Support Services Agreement, At Your Service Software, Inc.'s entire liability regarding support services shall be governed by the terms of that agreement.

**14. GOVERNING LAW.** This AGREEMENT shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein. The parties hereby consent and submit to the exclusive jurisdiction of the Courts of the Province of Ontario in any action or proceeding instituted under this AGREEMENT.

**15. TIME OF ESSENCE AND WAIVER.** Time shall be of the essence of this AGREEMENT and every part of it. No waiver by a party or any breach of any of the provisions of this AGREEMENT by the other party shall be binding upon the party unless in writing and signed by the party. No such waiver shall be construed as a waiver of any other provision or of any other breach of this AGREEMENT.

**16. SEVERABILITY.** If any covenant or any other provision of this AGREEMENT is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, that covenant or provision shall be deemed to be severable from this AGREEMENT. Notwithstanding the foregoing, all other covenants and provisions of this AGREEMENT shall, nevertheless, remain in full force and no covenant or provision shall be deemed to be dependent upon any other covenant or provision, unless expressly stated in this AGREEMENT.