Motor Vehicle Software Corporation API Access and Licensing Agreement

This application programing interface and licensing agreement ("Agreement") is by and between Motor Vehicle Software Corporation ("MVSC", or "we") and _____, including the entities identified in Addendum A to this Agreement (collectively referred to as "you", or "your").

By signing below and/or by using the MVSC application programing interface (MVSC APIs), you agree to the terms herein. We reserve the right to update and change this Agreement from time to time without notice by and through the posted of MVSC API Terms of Use. You can always find the most recent version of the MVSC API Terms of Use at: http://www.mvscusa.com/api/terms.pdf.

Your license to use the MVSC APIs under these terms continues until it is terminated by either party. You may terminate the license by discontinuing use of all or any of the MVSC APIs. MVSC may terminate the license at any time for any reason. Your rights to use the MVSC APIs terminate automatically if (i) you violate any of these terms, (ii) MVSC publicly posts a written notice of termination on http://www.mvscusa.com/api/terms.pdf, (iii) MVSC sends a written notice of termination to you, or (iv) MVSC disables your access to the MVSC APIs. By accessing, or using the MVSC APIs, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. You also agree to comply with MVSC's Terms of Use, as they may be amended from time to time.

1. Licensed Uses and Restrictions.

The MVSC APIs are owned exclusively by MVSC and are licensed to you on a worldwide (except as limited below), non-exclusive, non-transferable, non-assignable, non-sublicenseable basis for use only that complies in all respects with this Agreement, and that is only for a legal and lawful purpose. These terms define legal use of the MVSC APIs, including all updates, revisions, substitutions, and any copies of the MVSC APIs made by or for you.

2. Authority to Accept the Terms.

You represent that you have full power, capacity and authority to accept the terms of this Agreement. If you are accepting on behalf of your employer or another entity, you represent that you have full legal authority to bind your employer or such entity to this Agreement.

3. Changes to the Agreement.

MVSC reserves the right to make changes to this Agreement from time to time. When these changes are made, MVSC will make a new copy of the Terms of Use

available at http://www.mvscusa.com/api/terms.pdf (or such successor URLs that MVSC may designate from time to time). You understand and agree that if you use the MVSC APIs after the date on which the Terms of Use have changed, MVSC will treat your use as acceptance of the updated Terms of Use.

4. Ownership and Relationship of Parties.

The MVSC APIs may be protected by copyrights, patents, trademarks, service marks, and/or other proprietary rights and laws of the United States. MVSC's rights apply to the MVSC APIs and all output and executables of the MVSC APIs. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these terms. MVSC owns all rights, title, and interest in and to the MVSC APIs. These terms grant you no right, title, or interest in any intellectual property owned or licensed by MVSC, including (but not limited to) the MVSC APIs and MVSC trademarks.

5. Permitted Uses.

(a) You agree to use the MVSC APIs only for purposes:

(1) that are permitted by this Agreement;

(2) that are permitted by any applicable third party contract, law, or regulation in the relevant jurisdictions; and

(3) that comply with all applicable policies or guidelines made available by MVSC, including in the MVSC APIs Documentation and the Permission Guidelines.

(b) You agree that your use of MVSC's forms shall at all times be for a legal and lawful purpose, and your use of Department of Motor Vehicle (DMV) Forms shall comply in all respects with any and all of the DMV's conditions for use of electronically reproduced forms, and with the terms established in paragraph 16 of this agreement.

6. Determination of Compliance.

MVSC reserves the sole right, in its sole and absolute discretion, to determine whether your use of the Service, Content, and Brand Features is in compliance with this Agreement..

7. Account Keys.

For certain versions or features of the MVSC APIs, MVSC may require you to obtain and use an alphanumeric key or cryptographic key that is uniquely associated with your MVSC Account and your MVSC API Implementation. You must obtain and use such key (if required by MVSC for the applicable version or feature of the MVSC APIs)

in accordance with this Agreement and the MVSC APIs Documentation.

8. Your Passwords and Account Security.

You agree that you will be solely responsible to MVSC for your use of the MVSC APIs. If you become aware of any unauthorized use of your password, your account, or your key(s), you agree to notify MVSC immediately.

9. Support.

MVSC may elect to provide you with support or modifications for the MVSC APIs (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. MVSC may change, suspend, or discontinue any aspect of the MVSC APIs at any time, including the availability of any MVSC APIs. MVSC may also impose limits on certain features and services or restrict your access to parts or all of the MVSC APIs or the MVSC Web site without notice or liability.

10. Fees and Payments.

MVSC is committed to free and open access to our APIs for non-commercial purposes. However, providing the APIs does have real costs for MVSC. For uses of MVSC APIs over a certain rate or for certain types of commercial applications, MVSC reserves the right to charge fees for future use of or access to the MVSC APIs.

11. Disclaimer of Any Warranty.

Some of the MVSC APIs may be experimental and not tested in any manner. MVSC does not represent or warrant that any MVSC APIs are free of inaccuracies, errors, bugs, or interruptions, or are reliable, accurate, complete, or otherwise valid.

THE MVSC APIs ARE PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND MVSC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT.

Your use of the MVSC APIs is at your own discretion and risk, and you will be solely responsible for any damage that results from the use of any MVSC APIs including, but not limited to, any damage to your computer system or loss of data.

12. Limitation of Liability.

MVSC shall not, under any circumstances, be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the MVSC APIs, whether based on breach of contract, breach of warranty,

tort (including negligence, product liability or otherwise), or any other pecuniary loss, whether or not MVSC has been advised of the possibility of such damages. Under no circumstances shall MVSC be liable to you for any amount.

13. Release and Waiver.

To the maximum extent permitted by applicable law, you hereby release and waive all claims against MVSC, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the MVSC APIs. You waive your rights under California Civil Code 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

14. Hold Harmless and Indemnity.

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify MVSC and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third-party claim arising from or in any way related to your use of the MVSC APIs, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. MVSC shall use good faith efforts to provide you with written notice of such claim, suit or action.

15. MVSC's Proprietary Rights.

You acknowledge and agree that MVSC (or MVSC's licensors and their suppliers, as applicable) own all legal right, title and interest in and to the MVSC APIs and related documentation and content, including any intellectual property rights that subsist therein (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

16. Electronically Reproduced Department of Motor Vehicles Forms.

MVSC has entered into contracts with the DMV authorizing MVSC to electronically generate forms based upon DMV templates, which may be completed electronically and printed. This functionality is offered through MVSC APIs. These forms are divided into two categories: serialized forms containing a unique serial number issued to MVSC (REG 42; REG 51; REG 396; REG 397; REG 397A; and REG 398),

and non-serialized forms (which do not contain a unique serial number). Electronically produced forms will contain an approval number provided by DMV to MVSC, and are subject to strict usage requirements established by the DMV. The following terms and conditions specifically apply to the use and access to electronically produced DMV forms:

(a) You acknowledge that all electronically produced DMV forms are the sole property of the State of California, and usage of these forms may be suspended by DMV or MVSC at any time with or without cause.

(b) You acknowledge that failure to abide by these terms and conditions relating to electronically produced DMV forms may lead to disciplinary action by DMV and potential suspension, cancellation, or revocation of vehicle registration, certificate of ownership, license plate or permit (depending upon the subject transaction).

(c) You agree not to allow any third party to use the approval number contained on any electronically produced DMV form.

(d) You agree not to alter, modify, add to, or manipulate any electronically produced DMV forms in any way.

(e) You agree not to resell, reproduce, or redistribute any electronically produced DMV forms.

(f) You agree to complete the electronically produced DMV forms in full, and in a manner that complies with all state and federal laws, DMV Policies, and the enforcement positions of the various law enforcement agencies that regulate your operations.

(g) You agree to immediately accept and implement any changes in DMV's software, equipment, reporting, security, telecommunications, and database technology requirements as may be developed and amended from time to time, which MVSC will communicate to you in advance when reasonably practicable.

(h) You agree to limit access and use of the electronically produced DMV forms to authorized personnel assigned logins by MVSC.

(i) You agree to immediately cease using the electronically produced DMV forms in any manner upon demand by MVSC.

17. General Restrictions.

(a) No Access to MVSC API(s) except through the MVSC provided service ("Service"). You must not access or use the MVSC API(s) or any Content through any technology or means other than those provided in the Service, or through other explicitly authorized means MVSC may designate.

(b) No Hiding of Identity. You must not hide or mask from MVSC the identity of your MVSC API Implementation as it uses the Service, including by failing to follow the identification conventions listed in the MVSC APIs Documentation.

(c) No Reverse Engineering. You must not attempt to reverse engineer or decompile the Services or any component, or attempt to create a substitute or similar service, unless you obtain the express prior written consent of MVSC.

(d) You shall not sell, lease, share, transfer, or sublicense the MVSC APIs or access or access codes thereto or derive income from the use or provision of the MVSC APIs, whether for direct commercial or monetary gain or otherwise, unless the MVSC API Documentation specifically permit otherwise or MVSC gives prior, express, written permission

(e) No Violation of MVSC Policies. You must not violate any policies in the MVSC APIs Documentation or other policies as MVSC may develop from time to time, including but not limited to the MVSC policies below, under which you agree not to:

(i) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(ii) upload, post, transmit or otherwise make available any inappropriate, defamatory, obscene, or unlawful content;

(iii) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of the rights, or have the permission of the owner or other legal justification to use such content;

(iv) upload, post, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages or advertisements;

(v) upload, post, email, transmit or otherwise make available any other content, message, or communication prohibited by applicable law, the Terms of Use or any applicable Service policies or guidelines;

(vi) download any file posted by another that you know, or reasonably should know, cannot legally be distributed in such manner;

(vii) impersonate another person or entity, or falsify or delete any author attributions or labels of the origin or source of Content, or other material;

(viii) restrict or inhibit any other user from using and enjoying the Service or any other MVSC Services;

(ix) delete, obscure, or fail to display the Terms of Use link as presented through the Service or described in the MVSC APIs Documentation;

(x) delete, obscure, or in any manner alter any brand features, logos, warnings, notices (including but not limited to any copyright or other proprietary rights notices), or links that appear in the Service or the Content;

(xi) interfere with or disrupt the MVSC Services, servers, or networks connected to the MVSC Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the MVSC Services;

(xii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the MVSC Services or Content or collect information about users for any unauthorized purpose;

(xiii) display content in your MVSC API Implementation that falsely expresses or implies that such content is sponsored or endorsed by MVSC;

(xiv) create user accounts by automated means or under false or fraudulent pretenses, or obtain or attempt to obtain multiple keys for the same URL;

(xv) promote or provide instructional information about illegal activities;

(xvi) promote physical harm or injury against any group or individual; or

(xvii) transmit any malicious code (including but not limited to viruses, worms, defects, and Trojan horses), or any other items of a destructive nature.

(f) If your MVSC API application generates a high volume of transactions, MVSC reserves the right to set transaction limits, as described in the Documentation here. MVSC also reserves the right to set other usage policies in the Documentation from time to time. If you want to engage in use outside these transaction limits or usage policies, please contact the MVSC sales team for information on licensing options to address your needs.

18. Termination:

(a) This Agreement will continue until terminated by either you or MVSC as set forth below.

(b) MVSC reserves the right to terminate this Agreement or discontinue the Service or any portion or feature for any reason and at any time without liability or other obligation to you.

19. General Terms.

Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement, you and MVSC shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of MVSC, express or implied, and you shall not attempt to bind MVSC to any contract.

Invalidity of Specific Terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.

Location of Lawsuit and Choice of Law. This Agreement and the relationship between you and MVSC shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and MVSC agree to submit to the personal jurisdiction of the courts located within the county of Los Angeles, California.

No Waiver of Rights by MVSC. MVSC's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Miscellaneous. The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of the API Terms of Use. Any construction or interpretation to be made of this Agreement shall not be construed against the drafter. This Agreement constitute the entire agreement between MVSC and you with respect to the subject matter hereof.

I have read and agree to the terms herein:

Company Name:_____

Address, City, State, Zip_____

Printed Name of Authorized Representative:_____

_____   Date: _____
Signature of Authorized Representative

_____   Date: _____
Motor Vehicle Software Corporation

Addendum A

Entity Name: **Full, legal business name**
Occupational License #: **CA DMV License Number**

Entity Name	Occupational License #