

The customer and Open Portal Solutions wish to contract for the provision of services from BuyCrash.com as per the Terms and Conditions below. BuyCrash.com provides on-line access, from customer terminals, to police accident reports. The customer wishes to use the service made available by BuyCrash.com. BuyCrash.com is a service provided by Open Portal Solutions.

#### **01 AGREEMENT**

This agreement sets forth the terms and conditions under which BuyCrash.com will provide services to Customer.

#### **02 BuyCrash.com WITHDRAWAL OF SERVICE**

BuyCrash.com reserves the right to withdraw any service without consulting Customer prior to withdrawing such service and shall have no liability whatsoever to Customer in connection with deletion of any such service.

#### **03 ACKNOWLEDGEMENT**

Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. Open Portal Solutions shall be entitled to announce, online or in writing, changes to the network, to the services provided, to prices or other changes, which changes shall constitute modifications to this agreement once announced. In the event Customer issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the Purchase Order is for Customer's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.

#### **04 CONDITIONS OF USE**

a) Hours of Service: Service will be provided on a non-guaranteed basis five days per week (Monday through Friday) from 8 AM to 5 PM, excluding scheduled maintenance as designated from time to time by BuyCrash.com in its sole discretion.

b) ID/Account Numbers: Open Portal Solutions will issue to the Customer a requested number of ID/account numbers. Customer is responsible for preserving the secrecy of its account numbers and for ensuring that access to services and use of its ID/account numbers are controlled by the Customer. Open Portal Solutions shall not be responsible for these responsibilities of Customer. Customer is liable for any and all charges for services to its ID/account numbers, whether or not authorized by Customer.

c) Copyright and Ownership of Information: Customer agrees to comply with any copyright notices or other limitation on

use which are applicable to services, or other information provided through BuyCrash.com.

#### **05 PAYMENT**

a) Invoices for all services rendered will be prepared by Open Portal Solutions either online or by mail. Rates shall be in accordance with the current BuyCrash.com rate schedule. Terms of invoice payment shall be net twenty (20) days.

b) In addition to the rates contained herein, Customer shall pay Open Portal Solutions all sales, use, and excise taxes incurred by Open Portal Solutions in providing BuyCrash.com services to the Customer.

c) Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Customer agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

#### **06 LIMITATION OF LIABILITY**

a) The remedies set forth in this Agreement are exclusive and in no event shall Open Portal Solutions, its directors, officers, agents, or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Customer for the services in connection with which a claim of liability is asserted or imposed. Customer specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.

b) Customer agrees that Open Portal Solutions will not be liable for any claim or demand of any nature or kind whether asserted against Open Portal Solutions or against Customer by any third party, arising out of the services or materials provided or use of the same. Customer agrees to indemnify and hold Open Portal Solutions harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.

c) Open Portal Solutions shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control including problems with or delays caused by its BuyCrash.com web service.

d) No action or suit, regardless of form, other than an action for payments due Open Portal Solutions, arising out of the transactions pursuant to this Agreement may be brought by

either party more than one year after the cause of the action accrues.

#### **07 WARRANTY**

- a) Open Portal Solutions makes no warranties, expressed or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While BuyCrash.com and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.
- b) Customer warrants that it is aware of, and will comply with all applicable federal, state, or other laws with regard to access to, or use of any and all information to which access is provided by or through BuyCrash.com.

#### **08 RATE CHANGES**

- a) Rates are set forth in the BuyCrash.com Monthly Service Agreement and are established by Open Portal Solutions in conjunction with the State of Indiana. Rates are subject to change.

#### **09 LIMITATIONS**

Under no circumstances may Customer, or any other party acting by or through Customer or using Customer ID/account numbers, use data received from or through BuyCrash.com in any way except in full and complete compliance with all applicable laws.

#### **10 TRADENAME/TRADEMARK**

Customer agrees that it will not use the trademark BuyCrash.com or the names or means of identifying any of buyhcrash.com services in any fashion unless specifically authorized to do so in writing by Open Portal Solutions. Customer agrees not to tamper with, alter, or change in any fashion any information made available to Customer via BuyCrash.com.

#### **11 GENERAL CONDITIONS**

- a) Waiver: The waiver, modification, or failure to insist on any of these terms and conditions one or more time by Open Portal Solutions shall not void, waive, or modify any of the other terms and conditions in this Agreement, nor be construed as a waiver or relinquishment of Open Portal Solutions' right to performance of any such term or terms in the future.
- b) Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- c) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Indiana as such laws are applied to contracts made and to be performed

entirely in Indiana, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Indiana and in no other jurisdiction.

- d) Assignment: This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. Open Portal Solutions may assign this Agreement and/or the payments due to Open Portal Solutions without notice to or requirement for Customer's permission or approval.
- e) Direct Debit (ACH) Option shall mean that the Customer's banking institution automatically deducts the billed amount out of Customer's account monthly.
- f) Visa/MasterCard/Discover/American Express Option shall mean that the billed amount is automatically charged monthly to the Customer's charge card.
- g) Monthly Invoice/Check Option shall mean that Open Portal Solutions bills Customer monthly.

**12 BuyCrash.com is managed by Open Portal Solutions, Inc.**

**END OF TERMS AND CONDITIONS**