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- (a) is previously rightfully known to you without restriction on disclosure;
- (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain;
- (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or

(d) is independently developed by you without access to the Confidential Information. You shall at all times, both during the term of this Agreement and for a period of 25 years after termination of your right to use each Product, keep in confidence all such Confidential Information, provided, however, that any source code you receive and all information concerning the communications protocols for accessing the DIGITAL LPR Network, shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of DIGITAL LPR. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. If you are using a Product on behalf of your company, you shall only disclose Confidential Information to another employee or contractor under binding obligations of confidentiality substantially similar to those set forth on a "need to know" basis. You shall notify DIGITAL LPR in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with DIGITAL LPR in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will immediately notify DIGITAL LPR prior to such disclosure to allow DIGITAL LPR an opportunity to contest the disclosure, assert the privileged and confidential nature of the Confidential Information, and cooperate fully with DIGITAL LPR in protecting against any such disclosure or obtaining a protective order narrowing the scope of such disclosure or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements. You shall promptly furnish to DIGITAL LPR all testing results including, but not limited to, any errors or bugs found in a Product, which errors or bugs shall be deemed Confidential Information. The parties do not intend that you will disclose to DIGITAL LPR, and agree that you will refrain from disclosing to DIGITAL LPR, any information that you regard as proprietary or trade secrets. However, DIGITAL LPR will protect the confidentiality of all information you disclose to DIGITAL LPR using the same reasonable and necessary commercial efforts it uses in the protection of its own internal information. None of the information you disclose to DIGITAL LPR will be disclosed to any third party without your prior written consent or governmental order of which you have been made aware. You may not disclose information about any product developed by DIGITAL LPR, including user credentials to login into DigitalLPR.Com, to ANY competitor or potential competitor to DigitalLPR.Com or any other product developed by DIGITAL LPR. If you are a competitor and create any profile in DigitalLPR.Com or any other product developed by DIGITAL LPR you may be subject to prosecution both civil and criminal under the pretense of "Social Engineering to gain a competitive edge".

8. Export Control. You agree to comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority, and not to export, re-export or import the Products or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. For example, you may not export or re-export any commodities, software, or technical data received from DIGITAL LPR, or any direct product of such commodities, software or technical data, to any proscribed country, party, or entity listed in the applicable laws, regulations, and rules of the U.S. Government unless properly authorized. As applicable, each party shall obtain and bear all expenses and responsibility relating to any necessary licenses or exemptions with respect to its own export or re-export of a Product from the U.S.

9. Injunctive Relief. You acknowledge and agree that, notwithstanding any other provisions of this Agreement, your breach or threatened breach of this Agreement shall

cause DIGITAL LPR irreparable damage for which recovery of money damages would be inadequate and that DIGITAL LPR therefore may obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.

10. U.S. Government End Users. Each Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212(Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b)(2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government End Users acquire the Products with only those rights as set forth.

11. Periodical Mailing. You agree to periodical mailing, including email, regarding news, upcoming offerings, etc from our organization or affiliate organizations and any web sites they are affiliated with or any derivation thereof, aka "the group".

12. Payment Information. Payments made to any of the websites ran by the group may appear as DigitalLPR.Com LLC or a variation thereof, and you agree to.

13. Subscription Refunds. Upon completion of the INITIAL signup to full user, our refund policy is as

follows (Does not include or cover LPR refunds see paragraph 15):

13.1 - Total Refund within 10 days, with email or written request faxed or mailed to "the group".

13.2 - 1/2 Refund on Setup fee if request is received within 15 days

13.3 - Monthly subscription fee refunded if request has been received within 30 days

13.4 - No refund after 30 days

13.5 – No refund will be provided if subscriber has subscribed to the Skip Tracing services regardless of amount of time lapse from initial sign up.

14. Website Development or Template. If client/customer chooses to accept a website template they agree to a ONE year commitment of service to DigitalLPR.Com with no option for refund, from the time of original sign up.

15. LPR Equipment. If user has purchased LPR Equipment from "the group", all sales are final. No refunds on LPR (License Plate Recognition) Equipment without written consent of the seller;

15.1 During purchase, the end user waives their right to a chargeback on any transaction affiliated with this purchase;

15.2 Buyer must utilize DigitalLPR.Com website services under one of the normal subscription plans;

15.3 Generation of all repossession orders are the sole responsibility of the user or Purchaser;

15.4 Seller ("the group") makes no warrant or guarantee that this LPR system will increase repossession orders or revenue;

15.5 Purchaser or user acknowledges that the efficient operation of the LPR System require some level of technical proficiency; and

15.6 Purchaser or user is responsible for the training of its employees and end user of the LPR system, with customer assistance from Seller or "the group";

15.7 There is a 1 year (one year) warranty provided on the equipment purchase;

15.8 No equipment is to be returned for repair or otherwise without a Return Merchandise Agreement (RMA);

15.9 Purchaser or user is solely responsible for shipment to and from "the group" for any

repairs;

15.10 If “the group” determines that the equipment has been damaged by Purchaser or user, “the group” has no responsibility to replace the equipment;

15.11 Should the user be involved in an accident while in the use of this application or equipment, you agree to not hold “the group” responsible for any damages, both civilly and criminally.

16. Paragraph is Excluded/Redacted.

17. Support Hours. Support is available by phone, email or online chat. Online chat is generally on between the hours of 9 AM US CST/CDT and 6 PM US CST/CDT weekdays. Online chat can be used for technical issues with any of the services, however if the online team determines a phone call is necessary they will pass the call to the proper representative. Chat Transcriptions are stored as reference for a period of time for each client each session. Phone support is generally available 9 AM US CST/CDT and 6 PM US CST/CDT weekdays, or by appointment or special need, made in advance. Email support is available 24 hours per day, and will be addressed within 24 hours of the next business day. A one (1) free 30 minute session will be given to any repossession company that requests training. This one time session will be for an individual or as group training, but will only be performed one time.