

## **QuickTrip.com Terms and Conditions**

Innovata hereby grants Company a license, during the term hereof and subject to the terms hereof, to electronically add the Data on Company's Website for display purposes only. The Company's exercise of its license hereunder is conditioned on Innovata's prior review and confirmation that, in its sole discretion, the appearance of the Data is consistent with any terms Innovata may make known to Company in writing. The link containing the Data and Advertising Content ***must be accessed via a text link or icon/button on the Company's website.***

Company agrees that:

- a) It will not make any alterations, deletions, or modifications to the Data at any time;
- b) Data is for the sole use of displaying said data on Company Website to be viewed by End Users and the Data may not be sold, transferred, sublicensed, licensed or otherwise disseminated in any form or fashion;
- c) The content of the Website shall not be illegal or objectionable and, without limiting the generality of the foregoing, shall not include any subject matter that Innovata, in its sole discretion, deems to be questionable or controversial.
- d) All content, products, and services on the Website are legal to distribute and Company owns or as the legal right to use any and all material appearing on the Website;
- e) It will not inhibit the full and complete display of any web page accessed by an end user after clicking on any part of the Data (an "Advertiser Page");
- f) Redirect an end user away from any Advertiser Page; provide a version of the Advertiser Page, that is different from the page an end user would access by going directly to the Advertiser Page; intersperse any content between the Data and the Advertiser Page; or otherwise provide anything other than a direct link from the Data to an Advertiser Page;

### **Termination**

This Agreement shall be effective for one (1) year and will be renewed for successive like terms of one (1) year unless either party gives 15 days notice of intention not to renew prior to each renewal term anniversary. This Agreement may be terminated at any time by either party in the event the other party breaches a term of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice thereof. Company's use of the Data shall immediately cease upon termination.

### **Disclaimer of Warranties**

INNOVATA MAKES NO WARRANTIES WITH RESPECT TO THE DATA ITSELF, THE INTEGRITY OR ACCURACY OF THE DATA AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.