ARSLAN AUTOMOTIVE CANADA LTD.

SOFTWARE LICENSE AND HOSTED SERVICES AGREEMENT

This Software License Agreement (**"Agreement"**) is entered into as of the Effective Date (the noted below Customer's signature) by and between Arslan Automotive Canada Ltd., a Canadian corporation (**"Arslan"**)**,** and the customer identified on the signature page hereto (**"Customer"**). This Agreement shall consist of these terms and conditions and one or more order form schedules (**"Order Form(s)"**).

1. Term, Renewals.

1.1 This Agreement shall be effective as of the date set forth on the signature page (**"Effective Date"**) and shall continue in full force and effect for as long as the license for the product specified on an **Order Form** remains in effect unless otherwise terminated as specified herein.

1.2 SUBJECT TO SECTION 1.1, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF A DURATION EQUAL TO THE INITIAL TERM UNLESS TERMINATED BY ARSLAN OR CUSTOMER AT THE END OF THE THEN CURRENT TERM BY GIVING THE OTHER PARTY AT LEAST THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO THE END OF SUCH TERM. IF ARSLAN DOES NOT RECEIVE SUCH NOTICE FROM CUSTOMER, CUSTOMER SHALL BE DEEMED TO HAVE RENEWED THE AGREEMENT FOR AN ADDITIONAL TERM EQUAL TO THE INITIAL TERM. FEES PAYABLE DURING ANY RENEWAL TERM SHALL REMAIN THE SAME AS SPECIFIED ON THE APPLICABLE **ORDER FORM** UNLESS ARSLAN PROVIDES CUSTOMER WITH AT LEAST THIRTY (30*)* DAYS ADVANCE WRITTEN NOTICE OF ANY CHANGES TO THE FEES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4 BELOW.

1.3 CUSTOMER REPRESENTS THAT THIS AGREEMENT IS NOT DEPENDENT UPON CUSTOMER'S RELATIONSHIP WITH ANY PARTICULAR INSURANCE CARRIER OR ANY OTHER THIRD PARTY, AND AGREES THAT THIS AGREEMENT IS NOT SUBJECT TO TERMINATION OR MODIFICATION AS A RESULT OF CHANGES IN ANY SUCH RELATIONSHIPS.

2. License; Use; Restrictions.

2.1 Subject to the terms and conditions of this Agreement, including Customer's payment obligations herein, Arslan grants to Customer a non-transferable, non-sublicensable, non-exclusive, and periodically renewable (as specified in Section 1) sub-license to use the hosted software product known as Frame Data (the "**Product**"), as specified in any

Order Form. Such license shall include a license to use any related documentation or other related items (such software products, documentation, and other items collectively referred to as "**Software**).

2.2 Product is licensed or provided to Customer solely for Customer's own internal business purposes. The Product may be used solely: (i) by the number of users designated on the applicable **Order Form**, all of whom shall be employees of Customer, and (ii) solely at the location(s) described on the applicable **Order Form** ("**Authorized Location(s)"**).

2.3 Customer shall not sell, market, assign, pledge, sublicense, or permit any other distribution or use of the Product (or any information contained therein or derived therefrom) without Arslan's prior written consent (which may be withheld at Arslan's sole discretion).

2.4 Arslan reserves the right to make changes in rules of operation, security measures, accessibility, procedures, types of terminal equipment, types of system equipment, system programming languages, and any other matters relating to the Product. Customer acknowledges that such modifications may require Customer to modify its associated hardware and 3rd party software, at its own expense.

3. Price and Payment Terms.

3.1 Customer agrees to pay the fees set forth on any **Order Form** as consideration for the license (as applicable) of the Product. The fees specified on **Order Form** are exclusive of applicable shipping, handling, and processing fees and any applicable sales, use, excise, value-added or similar taxes assessed now or hereafter imposed, and Customer shall pay to Arslan such costs, assessments and taxes upon receipt of an invoice for the same from Arslan. Any deposits, pre-payments and fees for installation, training, or implementation specified on any Order Form are non-refundable.

3.2 All fees under this Agreement are payable in advance and are due and payable upon receipt of an invoice. Fees will commence on the date specified on the applicable **Order Form** and shall continue for the duration of the term for the Product, as identified on the applicable **Order Form**.

3.3 Customer agrees that its obligation to make all payments hereunder shall be absolute and unconditional, and shall not be subject to abatement, reduction, set-off, defense, or counterclaim whatsoever. Customer acknowledges that the Product contains functionality which allows Arslan to suspend use of the Product by Customer in the event of a default under this Agreement. If Customer is in default of any provision of this Agreement, including its payment obligations herein, Arslan shall be permitted, without further notice to Customer, to suspend delivery of any Product updates, Product support, and/or Product communication capabilities and to remotely suspend use of the Product by Customer. IF LEGAL ACTION IS COMMENCED TO COLLECT AMOUNTS DUE HEREUNDER, CUSTOMER AGREES THAT IT SHALL BE LIABLE FOR AND SHALL PAY

ARSLAN'S REASONABLE ATTORNEYS' FEES AND OTHER COSTS INCURRED BY ARSLAN IN CONNECTION WITH SUCH ACTION.

3.4 Arslan reserves the right, on an annual basis and upon a minimum of thirty (30) days prior notice to Customer, to increase the fees identified on any **Order Form**.

4. Training and Installation.

Arslan will provide the training and installation services specifically set forth on the applicable Order Form if the Product has required training, and Customer agrees to purchase and receive such training. If Customer fails to attend or purchase any mandatory training, Arslan reserves the right to deny access to technical support, or to impose a charge for such support. In the event that Customer desires additional customized training, Customer may contract with Arslan for such training, the price of which shall be negotiated by the parties.

5. Maintenance of Equipment and Software.

Customer shall obtain, maintain, and operate, at its own expense, all hardware, equipment, internet connectivity, and non-Arslan software required to interface properly with the Product. Customer agrees to use computer systems that meet Arslan's hardware requirements as currently in effect (and as modified from time to time and posted on the AccuVision-3D.com website or otherwise provided to Customer). Customer acknowledges that some hardware and operating environments may not readily accept the current or future functionality of the Software. Customer agrees, at its own expense, to make necessary changes or upgrades in hardware, software, memory, memory management, and operating system environment to interface properly with the Software. In the event that Arslan is called upon to provide any support for Customer, the cause of which is reasonably determined by Arslan to result from use of the Product with incompatible hardware, or operating systems, or insufficient internet connectivity, Arslan reserves the right to impose its standard support charge for such service. If Customer utilizes any interface program to interface with the Product, Customer shall look solely to the supplier of such interface program with respect to any losses or damages caused by such interface program.

6. Updates and Technical Support.

6.1 During the Term of this Agreement, and provided all fees due hereunder have been paid, Arslan shall provide to Customer, periodic database and/or software updates (the "**Updates**"), as and when published. At Arslan's request, Customer shall immediately return all superseded Product to Arslan. Customer agrees not to transfer, sell, or assign any prior version of the Product or any superseded data to any third party. Updates are not guaranteed to be published every month, and Customer's payment(s) shall be due regardless of whether an Update is released in any given month. Arslan may from time-to-time offer new versions of or additional modules to the Product. Such new version or additional modules will be offered to Customer at Arslan's then current list price and may

be licensed at the option of the Customer. Arslan reserves the right to discontinue support of non-current versions of the Software upon notice to Customer. During the term of this Agreement and subject to the payment of the fees due hereunder, Arslan shall provide technical support for the Software in the form of toll-free telephonic support. Information regarding support hours shall be as set forth, from time to time, at the *AccuVision-3D.com*

6.2 Customer acknowledges that Arslan has licensed the Product from Mitchell International, Inc. ("**Mitchell**") and that Mitchell may elect to end-of-life the Product at any point during the term. In such case, Arslan will provide, at no additional charge to Customer, the applicable replacement product of substantially equivalent (or increased) functionality provided that same is provided by Mitchell to Arslan. In the event that the license between Arslan and Mitchell is terminated for any reason whatsoever, Arslan shall be entitled to terminate its sublicense of the Product to the Customer, in which event the Customer shall have no recourse against Arslan other than to be reimbursed the *pro rata* amount of any prepaid fees paid by the Customer for the then current term.

6.3 Customer authorizes Arslan to gather information (either electronically, or from Customer's employees) pertaining to end user hardware and software configuration for the purpose of determining installation requirements and providing support.

7. Proprietary Rights; Confidentiality.

Customer acknowledges that (a) the Product and all portions, reproductions, corrections, modifications, updates, new versions or modules, and improvements thereof provided to Customer hereunder, (b) the terms, conditions, and pricing contained in this Agreement, and (c) any ancillary documentation or support information provided by Arslan to Customer are: (i) considered by Arslan to be trade secrets; (ii) provided to Customer in confidence; and (iii) are the exclusive and proprietary property of Arslan and/or its third party licensors. Title and full ownership rights in the Product and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and other confidential and proprietary information, are reserved to and shall remain with Arslan and/or its third-party licensors. Customer's rights hereunder are those of a licensed end user only and are conditioned upon Customer's compliance with the terms and conditions of this Agreement. No transfer of any right, title, or interest, in or to the Product, other than the limited license set forth herein, is intended or made. Customer shall not reverse engineer, de-compile, or disassemble the Software, nor attempt to discover any source code or derive the algorithms or know-how underlying the Software. Customer shall not alter, modify, or prepare derivative works of the Software. Customer agrees that no portion of the information constituting the Product may be disclosed to others, copied, reproduced, compiled, interfaced with any systems or used for any purpose or purposes other than as specifically provided hereunder. Customer shall exercise all reasonable precautions to protect the Product and to prevent the dissemination of the information contained therein to unauthorized persons. Customer agrees that it shall permit Arslan access to Customer's premises during normal business hours to verify compliance with the provisions of this Agreement.

8. Warranties; Limitation of Liability.

8.1 ARSLAN PROVIDES THE PRODUCT ON AN "AS-IS" BASIS AND MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND UNINTERRUPTED OR ERROR-FREE OPERATION ARE EXPRESSLY DISCLAIMED. ARSLAN OBTAINS ITS INFORMATION FROM SOURCES IT CONSIDERS TO BE RELIABLE, HOWEVER, ARSLAN AND ITS THIRD-PARTY DATA SOURCES SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE DATA OR THE RESULTS OBTAINED THROUGH USE OF THE PRODUCT. CUSTOMER ACKNOWLEDGES THAT ASLAN IS NOT THE MANUFACTURER OR DISTRIBUTOR OF ANY AUTOMOTIVE REPAIR OR REPLACEMENT PARTS, BODY PARTS OR BODY FRAMES REFERENCED IN THE PRODUCT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE QUALITY OR AVAILABILITY OF SUCH PARTS.

8.2 IN NO EVENT SHALL ARSLAN AND/OR ITS LICENSORS, THEIR AGENTS, OR EMPLOYEES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFITS, REVENUE, DATA, COST OF SUBSTANTIALLY SIMILAR SOFTWARE, LOSS OF USE, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, CONTINGENT, SECONDARY, OR SPECIAL DAMAGES OR EXPENSES OF ANY NATURE WHATSOEVER AND HOWSOEVER ARISING, EVEN IF ARSLAN HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. CUSTOMER AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ARSLAN AND/OR ITS LICENSORS HEREUNDER, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO ARSLAN FOR THE PRODUCT DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMIT IS CUMULATIVE, AND ALL PAYMENTS UNDER THIS SECTION 8.2 ARE AGGREGATED TO CALCULATE SATISFACTION OF THIS LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT.

9. Default and Remedies.

9.1 An event of default shall occur if Customer: (i) fails to pay any fees or other payment required hereunder when due; (ii) becomes insolvent or bankrupt or makes any assignment for the benefit of creditors or consents to the appointment of a receiver or trustee for Customer of Customer's assets; (iii) takes actions to dissolve or close its business; or (iv) breaches the terms of this Agreement, or any **Order Form**, and does not cure such breach within ten (10) days after receipt of written notice of default by Arslan.

9.2 Upon the occurrence of any event of default and at any time thereafter, Arslan may, in its sole discretion, take any one or more of the following actions: (i) upon notice to Customer, terminate this Agreement, any Other Agreement (as defined below), or any individual **Order Form**; (ii) declare immediately due and payable, and require Customer to pay, all amounts hereunder that are past due, currently due, or will become due during the balance of the term of each impacted Product, as identified on the applicable **Order Form**; (iii) proceed with legal action to enforce the terms of this Agreement and/or to recover damages for breach of this Agreement.

9.3 In the event that Customer and Arslan are, or become parties to, agreements other than this Agreement (each, an **"Other Agreement"**) and Customer breaches such Other Agreement in a manner that could give rise to termination of such Other Agreement, Arslan shall have the right to: (i) terminate this Agreement or any individual **Order Form**, without liability to Customer, upon receipt by Customer of written notice of Arslan's election to do so; (ii) refuse to provide further product updates, support, or other services in connection with this Agreement, without liability to Customer, until such breach is cured; and/or (iii) setoff any amounts due and owing by Arslan to Customer against amounts due to Arslan under the terms of the Other Agreement.

9.4 Upon the termination of this Agreement for any reason, the license granted hereunder and all right of Customer to the Product will immediately cease, and Customer will immediately: (i) return to Arslan, or destroy and certify the destruction thereof, the physical medium on which any Software is contained; (ii) purge all copies of the Software from all designated CPUs and from any computer storage device or medium on which Customer has placed any copies of the Software; and (iii) provide Arslan a written certification that through its best efforts and to the best of its knowledge, Customer has complied with all of its obligations under this Section. Termination will not affect Customer's payment or other obligations to Arslan arising prior to termination. Arslan reserves the right to notify any affected insurance carrier of termination of this Agreement or any **Order Form**

9.5 If this Agreement is terminated and Arslan subsequently agrees with Customer to reinstate the effectiveness of the Agreement, the then current term of the Agreement shall be extended by the length of time between such termination and reinstatement dates.

10. Notices.

Any notices provided pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by courier service, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be notified as follows: If to Arslan: Arslan Automotive Canada Ltd., 84 Leacock Avenue, Pointe-Claire, Quebec, Canada H9R 1H1, Attn: Customer Service; If to Customer: to the contact name and address specified in the "Bill To" field on the applicable **Order Form**. All notices shall be deemed given when delivered to the address indicated herein. Either party may change its contact and/or address specified in this Section by providing written notice to the other party in accordance with this Section.

11. Frame Data.

Customer acknowledges that the Product consists of information extracted from the Mitchell vehicle dimension database known as Frame Data ("**Frame Data**"). Customer agrees that (i) the Frame Data contained in the Product may only be used for Customer's own internal business use and may not be copied or reproduced without Mitchell's consent, and (ii) that upon the expiration or termination of this Agreement, it will immediately cease all use of the Frame Data and (iii) Customer shall hold Mitchell and Arslan, jointly and severally, harmless from and against all unauthorized access or improper use of such data.

12. Additional Provisions.

12.1 *Entire Agreement.* This Agreement includes these terms and conditions and any **Order Form(s)** subject to the terms hereof, and sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior discussions or agreements, oral or written, including any electronic or internet-based agreements between the parties, concerning the subject of this Agreement. Notwithstanding anything herein to the contrary, these terms and conditions shall expressly supersede the terms and conditions of any similar agreement Customer has with Arslan, except that in the event of any contradiction between the provisions hereof and the provisions contained in an Order From, the provisions of the Order form will prevail. THIS AGREEMENT MAY NOT BE AMENDED OR MODIFIED EXCEPT (i) BY A WRITTEN AMENDMENT SIGNED BY CUSTOMER AND AN AUTHORIZED REPRESENTATIVE OF ARSLAN OR (ii) BY AN ELECTRONIC AGREEMENT ACCEPTED BY CUSTOMER WHICH STATES THAT IT WILL EXPRESSLY SUPERSEDE THIS AGREEMENT.

12.2 In the event that one or more provisions of this Agreement is determined by a court of law to be invalid, void, or unenforceable, such provision shall be deemed modified in such a way so as to retain the intent of the provision but be enforceable under applicable law. The remaining provisions of this Agreement shall be unaffected thereby.

12.3 Failure of either party hereto to enforce, at any time, any term of this Agreement shall not be a waiver of that party's right thereafter to enforce each and every term of this Agreement.

12.4 *Force Majeure.* With the exception of payment obligations contained herein, neither party shall be considered in default in performance of any obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, acts of terrorism, failure or delay of transportation, or by any other similar cause or causes beyond its reasonable control.

12.5 Customer may not assign its rights or delegate its duties hereunder, whether by operation of law or otherwise, without the prior written consent of Arslan, which may be

withheld at Arslan's sole discretion. Any attempted assignment by Customer without Arslan's written consent shall be void.

12.6 *Applicable Law.* THIS AGREEMENT SHALL BE DEEMED MADE, EXECUTED, AND DELIVERED IN THE PROVINCE OF QUEBEC, CANADA, SHALL BE CONSIDERED FOR ALL PURPOSES TO BE A QUEBEC CONTRACT AND WILL BE GOVERNED AND CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF QUEBEC, CANADA WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PROVISIONS. CUSTOMER AND ARSLAN AGREE THAT THE COURTS IN MONTREAL, QUEBEC, SHALL HAVE THE EXCLUSIVE JURISDICTION TO HEAR AND RESOLVE ALL DISPUTES ARISING HEREUNDER. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ARSLAN SHALL BE PERMITTED, BUT NOT REQUIRED, TO BRING A COLLECTION ACTION AGAINST CUSTOMER IN CUSTOMER'S LOCAL JURISDICTION.

12.7 *Author of Agreement.* The parties acknowledge that this Agreement was drafted by counsel for Arslan. Customer warrants to Arslan that it has had the opportunity to review the content and meaning of this Agreement with its counsel or has voluntarily elected not to do so. In no event shall any ambiguity in this Agreement be construed against the drafter hereof.

12.8 *Conflict Between Agreement and Exhibits.* In the event of any inconsistency between the terms of this Agreement and the terms of any Exhibit to this Agreement or Order Form, the terms of the Exhibit or Order Form, as applicable, shall be deemed to be controlling. To the extent that a "click-to-accept" end user license agreement associated with the Product does not conflict with this Agreement, the terms of that end user license agreement shall be binding on Customer as though they were incorporated herein. In the event of a conflict between this Agreement and a "click-to-accept" end user license agreement, the terms of this Agreement shall control, unless such agreement specifies that it expressly supersedes any written agreement.

12.9 *Counterparts; Electronic Signature.* This Agreement may be archived on a web page and (i) referenced on an **Order Form** signed by Customer or (ii) linked on the *AccuVision-3D.com* web page where Customer is placing an order for the Product, with (a) Customer's signature on the applicable **Order Form** or (b) Customer's completion of an order on the *AccuVision-3D.com* web page expressing Customer's acceptance of these terms and conditions; a "click-to-accept" of such acceptance shall have the same force and effect as if Customer had physically signed these terms and conditions.

12.10 *Language;* The Customer has requested that this Agreement and all related documents be drafted in English only. Le « Customer » a exigé ce cette convention et tous les documents y afférents soient rédigés en langue anglaise seulement.

The person executing this Agreement on behalf of Customer hereby represents and warrants that he/she is duly authorized by Customer to enter into this Agreement on

behalf of Customer. Execution of this Agreement by Customer confirms that Customer has received and was provided an opportunity to review the entire Agreement (all pages and Exhibits).