

# **GM AUTOBOOK PRO (USA)**

## **LICENSE AGREEMENT ("LICENSE AGREEMENT")**

IMPORTANT – READ THIS LICENSE AGREEMENT CAREFULLY BEFORE SIGNING AN ORDER FORM OR BEFORE CLICKING ON THE "LOG IN" OR THE "I ACCEPT" BUTTON, AS APPLICABLE, OR BEFORE DOWNLOADING OR USING GM AUTOBOOK PRO (USA) (THE "TOOL"). BY SIGNING AN ORDER FORM, OR CLICKING ON THE "LOG IN" OR "I ACCEPT" BUTTON, OR BY DOWNLOADING OR USING THE TOOL, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AND YOUR ACCOUNT USERS AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT AND AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, DO NOT SIGN AN ORDER FORM, DO NOT CLICK ON THE "LOG IN" OR "I ACCEPT" BUTTON, AND DO NOT DOWNLOAD OR USE THE TOOL.

This License Agreement, the Licensor's Privacy Policy located at <https://www.idpower.com/privacy> and the applicable Order Form constitute the entire agreement by and between you (the "Licensee"), and AUTODATA, INC. D/B/A CHROME DATA (the "Licensor" or "Seller") with respect to your use of the Tool (the "Agreement"). The Licensee and Licensor are referenced collectively as the "Parties." The individual executing the Order Form represents that he/she is an authorized representative of an authorized GM dealer and, on behalf of such dealer, hereby agrees to the terms and conditions contained herein and in any applicable Order Form. In the event of a conflict between these terms and conditions and the Order Form, the Order Form shall control. THE TERMS OF THIS LICENSE AGREEMENT AND THE PRIVACY POLICY MAY BE AMENDED FROM TIME TO TIME BY LICENSOR AND SUCH AMENDED TERMS ARE AVAILABLE TO VIEW ONLINE AT <https://carbookpro.carbook.com/dashboard/brands/gmab/DLA.pdf>. IT IS LICENSEE'S RESPONSIBILITY TO CHECK THE APPLICABLE TERMS PERIODICALLY FOR CHANGES. LICENSEE'S CONTINUED USE OF THE TOOL AFTER ANY SUCH AMENDMENT WILL CONSTITUTE LICENSEE'S ACCEPTANCE OF SUCH AMENDED TERMS.

The Tool provides the Licensee access to the Seller's web-based application to research, configure and price new GM vehicles for the purpose of creating detailed customer proposal packages to sell and buy vehicles. The Tool is also capable of comparing multiple vehicles to identify differences and any unique features or pricing advantages. The Tool also allows the Licensee to create a text file output that is compatible with GM's Order Workbench for the purpose of loading and/or ordering a configured GM vehicle using GM's Quick Order system.

1. **GRANT OF LICENSE.** Subject to the Licensee's payment of the fees outlined in the applicable Order Form, and the Licensee's strict compliance with the terms and conditions hereof and any additional terms and conditions contained in any such Order Form, the Licensee is granted a limited, revocable, non-transferable and non-exclusive license to use the Tool by the Licensee's authorized users to internally research and quote new vehicles in support of the Licensee's sales, marketing and vehicle ordering departments. ANY OTHER USE OR DISTRIBUTION OF THE TOOL, OR THE DATA AND CONTENT CONTAINED THEREIN, INCLUDING FOR COMMERCIAL PURPOSES, IS STRICTLY PROHIBITED.

2. **LICENSE RESTRICTIONS.** Unless otherwise authorized by Licensor in writing, Licensee may NOT: (1) make alterations or modifications to the Tool; (2) make copies of the Tool; (3) rent, loan, sublicense, lease, or grant other rights to the Tool to others; (4) reverse engineer, reverse translate, decompile, disassemble, or in any manner decode the Tool, or use the Tool to create a derivative work or other similar work; or (5) create a database or warehouse of the content, or

persisting the content, derived from the Tool in a separate database or warehouse for the purpose of permanent storage of such content, other than as expressly permitted in the Agreement.

3. **OWNERSHIP.** Licensor retains all right, title and interest, including copyright, patent, trade secret, trademark, and any other intellectual property rights, in and to, and ownership of the Tool, including all derivative works, modifications, and updates thereto. Licensee shall gain no right, title or interest in the Tool by virtue of the Agreement, other than the nonexclusive license granted hereunder. The Licensee will take all steps necessary to protect the Licensor's proprietary rights in the Tool including, but not limited to, the proper display of copyright, trademark, trade secret and other proprietary notices on any copies. The Licensee will, at Licensee's own cost and expense, protect and defend the Licensor's ownership of the Tool against all claims, liens and legal processes of creditors of Licensee and keep the Tool free and clear of all such claims, liens and processes.

4. **CONFIDENTIAL INFORMATION AND INDEMNIFICATION.** Licensee acknowledges that the Tool contains proprietary and confidential information of Licensor and that unauthorized disclosure thereof, and of the data and information contained therein, will cause damage to Licensor. Licensee agrees to take the same care to protect Licensor's proprietary and confidential information from disclosure, including the Tool and the data and information contained therein, as Licensee takes to safeguard its own confidential information and this care shall in no event be less than a reasonable degree of care. Without limiting the generality of the foregoing, Licensee agrees that the Tool shall be accessible only to those employees of the Licensee with the need to access to perform their duties and shall only be used as authorized by the Agreement and for no other purpose. Licensee agrees to indemnify Licensor and its affiliates and third-party suppliers for all damages, losses or expenses suffered or incurred as a result of a failure by the Licensee to comply with its obligations under this section or any terms of the Agreement.

5. **TERM AND TERMINATION.** The term of the Agreement shall commence upon Licensor's acceptance of an applicable Order Form and granting access to the Tool ("Effective Date") and shall continue as follows:

A) **Paying Annually**

If paying annually, as selected on the Order Form, the term shall continue for a one (1) year period ("Initial Term") and thereafter, shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless a) earlier terminated by Licensor as stated herein, b) either Party gives the other Party at least thirty (30) days' written notice prior to the expiration of the Initial Term or Renewal Term, in which event the Initial Term or Renewal Term, as applicable, shall terminate on the last day thereof, or c) as otherwise specified in an applicable Order Form.

B) **Paying Monthly**

If paying monthly, as selected on the Order Form, the term shall continue on a month to month basis until a) earlier terminated by Licensor as stated herein, b) either Party gives the other Party at least sixty (60) days' prior written notice, or c) as otherwise specified in an applicable Order Form ("Monthly Option Term").

For the purposes of this Agreement, the "Term" means either the Initial Term, Renewal Term or Monthly Option Term. The Licensor may immediately terminate the Agreement if the Licensee breaches any term or obligation of the Agreement or in the event that Licensor is unable or no longer has the right or the ability to provide the Tool under an applicable license or law, based upon a limitation in technology, or for any other reason, at Licensor's sole discretion. Upon

termination, the Licensee shall immediately cease all use of the Tool. The provisions of the Agreement that by their context are intended to survive the expiration or termination of the Agreement will survive the expiration or termination of the Agreement.

6. FEES. Fees, as set out in the applicable Order Form, are due and payable by Licensee in advance on an annual or monthly basis, as selected, in accordance with the applicable Order Form. Such fees are based on selections made on the Order Form and are non-cancelable and non-refundable. Licensor may adjust the fees payable during the Term of the Agreement by providing at least thirty (30) days' prior written notice to Licensee. In addition, all applicable sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity for the sale, use or receipt of the Tool ("Sales Taxes") are in addition to the fees set forth in the applicable Order Form and will be paid by the Licensee. Licensor will send Licensee invoices on an annual or monthly basis, depending on selection in the Order Form, for the applicable fees and Sales Taxes. Licensee agrees to receive invoices from Licensor electronically via the email address associated with its account. Licensee agrees to pay as a late payment charge an amount of one percent (1%) per month (12% per year) on all amounts not paid when due. Licensee also agrees to pay all expenses of collection, including reasonable attorney's fees, incurred by Licensor in collecting amounts not paid when due.

7. NO WARRANTY. THE TOOL, INCLUDING THE INFORMATION AND DATA CONTAINED THEREIN, IS LICENSED "AS IS" WITH NEITHER EXPRESSED NOR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY. The Licensor does not warrant that the functions contained in the Tool will meet the Licensee's requirements, that the operation of the Tool will be uninterrupted or error free, that the Tool will be accurate or up-to-date at all times or that all defects will be corrected. The Licensor shall not be required to correct errors attributable to: equipment malfunction; products other than the Tool; use of the Tool in conflict with or contravention of terms and conditions the Agreement; modification of the Tool by anyone other than Licensor; or accident, neglect, misuse or abuse of the Tool. The Licensor shall not be in default nor liable for any failure in performance or loss or damage under the Agreement due to any cause beyond its control.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE LICENSOR, ITS AFFILIATES OR THIRD-PARTY SUPPLIERS BE LIABLE TO LICENSEE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF ANTICIPATED PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA OR INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE USE OF OR INABILITY TO USE THE TOOL, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY OF ANY KIND UNDER THE AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THE AGREEMENT FOR THE USE OF THE TOOL DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

9. INJUNCTIVE RELIEF. Licensee acknowledges that Licensor's confidential information and the Tool, including the information and data contained therein, is proprietary to Licensor, and the unauthorized use or disclosure thereof will cause Licensor irreparable harm that may not be adequately compensated by monetary damages. Accordingly, Licensee agrees that Licensor will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief

to enforce the terms of the Agreement, including to prevent any actual or threatened unauthorized use of the Tool, including the information or data contained therein.

10. **PRIVACY AND COMPLIANCE WITH LAWS.** To facilitate the use of the Tool, Licensor may access, collect, store, process and transfer certain data which constitutes “Non-Public Personal Information” as such information is defined under Title V of the Gramm-Leach-Bliley Act, the FTC Regulations promulgated pursuant thereto, 16 CFR §313, and any similar state privacy laws or regulations. This Non-Public Personal Information shall only be used to facilitate the use of the Tool. Licensee shall comply with all applicable laws, rules and regulations which are or which may in the future be applicable to Licensee’s use of the Tool or any data or information provided in or through the Tool, including without limitation any privacy and data protection laws, in the event that Licensee uses the Tool to collect, use and/or store personally identifiable customer information.

11. **MODIFICATIONS; UPDATE POLICY.** In order to remain current and timely in its offerings, Licensor reserves the right to make modifications and/or updates from time to time to the data, information and functionality of the Tool. All modifications and/or updates shall form part of the Tool and shall be governed by, and subject to, the terms and conditions of the Agreement.

12. **SUPPORT SERVICES.** Licensor will provide technical support services to Licensee via telephone and email from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday (excluding Licensor holidays), regarding the operation and use of the Tool. Hours and contact information for support may be changed by Licensor. The current contact information for Support is (800) 937-3661 or [support@chromedata.com](mailto:support@chromedata.com).

13. **NOTICE.** Any notice required to be given by either Party under the Agreement shall be in writing and shall be personally delivered, sent via email or facsimile, or sent via certified mail, return receipt requested, to the other Party at the address, email or facsimile set forth on the applicable Order Form, or such new address as may from time to time be designated in writing by a Party hereto in accordance with this provision. Notices shall be deemed effective upon receipt, or if delivery is not effected by reason of some fault of the addressee, when tendered.

14. **LICENSEE LOGO.** Licensee is permitted to incorporate its logo into reports generated in accordance with the terms of this License Agreement, provided that such use of the logo does not: A) breach any of the terms of this License Agreement; B) give rise to any claims of theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property of a third party; C) give rise to claims of libel or defamation; D) contain abusive, vulgar, offensive, racist, threatening or harassing content, personal attacks of any kind, or offensive terms that target specific individuals or groups; or E) give rise to claims of threats of physical harm or harassment or any a criminal offence or civil liability. In addition, Licensee shall indemnify, defend and hold harmless Licensor and its parent, affiliates, subsidiaries, directors, officers, employees, vendors and agents from and against any and all claims and liabilities (including any reasonable attorneys’ fees and court costs) related to such logo selected by Licensee and the use thereof. The parties agree that Licensor will determine the location of such logo on the reports and may remove Licensee’s logo at any time for any reason from use with the Tool and the reports generated therefrom.

15. **MISCELLANEOUS.**

The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement. The Order Form may be amended only by a written instrument executed by the Parties. The Agreement, and any amendments thereto constitute the entire agreement between the Parties regarding the subject matter herein and supersedes all prior or contemporaneous negotiations and agreements, either written or verbal,

concerning the subject matter of the Agreement. The Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law principles. Licensee consents to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York for all disputes and litigation arising under or relating to the Agreement. The aforementioned choice of venue is intended by the Parties to be mandatory, and not permissive, in nature. Licensee shall not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of Licensor. Any prohibited assignment or transfer of any rights or obligations by Licensee shall be null and void. Licensor may freely assign or transfer any of its rights or obligations arising under the Agreement. Subject to the foregoing, the terms and conditions of the Agreement shall bind and inure to the Parties and, in the case of Licensee, its successors and permitted assigns, and in the case of Licensor, its successors and assigns. If any litigation is brought to enforce, or arises out of, the Agreement or any term, clause, or provision hereof, the prevailing Party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered, as well as subsequent to judgment in obtaining execution thereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting the Agreement. The language in the Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party. If any term or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such term or condition shall first be revised, limited or amended, consistent with the general intent of the term or condition, such that it is valid and enforceable, and the remaining terms and conditions of the Agreement shall remain in full force and effect. The section headings contained in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement. The failure of either Party to enforce at any time or for any period any of the provisions of the Agreement shall not be construed to be a waiver of those provisions or of the right of that Party thereafter to enforce each and every provision hereof. A waiver will not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced. All rights and remedies provided in the Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided under the Agreement or which may now or subsequently exist in law, in equity, by statute or otherwise.

16. REVISIONS TO TERMS AND CONDITIONS. Please refer to the terms and conditions of the Agreement regularly. Licensor may at any time and without prior notice revise this License Agreement by updating this posting and modifying the "Last Updated" date. Upon such posting, such revised terms shall be deemed to be a part of the Agreement. Licensee's continued use of the Tool following posting of changes to this License Agreement signifies that Licensee accepts such revisions.

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