

ISS AutoAuth™ OEM Agreement

This ISS AutoAuth™ OEM Agreement (this "Agreement") contains the terms and conditions that govern your access to and use of the AutoAuth™ application programming interfaces ("APIs") and related documents (collectively "ISS Content" as more fully defined in Section 13) in order to make your Vehicle Unlock Codes compatible with automotive tools ("Service Offerings" or "Services" as more fully defined in Section 13) and is an agreement between INTEGRITY Security Services LLC (also referred to as "ISS," "we," "us," or "our") and you or the entity you represent ("you," "your," "Original Equipment Manufacturer" or "OEM"). This Agreement takes effect when you click the "I Accept" button or check box presented with these terms or, if earlier, when you use any of the Service Offerings (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 13 for definitions of certain capitalized terms used in this Agreement.

1. Use of the AutoAuth™ Service Offerings.

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. Through the Services you will receive access to ISS Content to make your Vehicle Unlock Codes compatible with automotive tools. You will comply with the terms of this Agreement and all ISS rules and regulations applicable to your use of the Service Offerings.

1.2 Third-Party Content. ISS may provide you Third Party Content (as defined in Section 13) as part of the Service Offerings. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, there may be separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges. You acknowledge and agree that ISS is not responsible or liable for the functionality or your use of Third-Party Content.

2. Your Account. To access, test and use the Services, including the API, you must register on the AutoAuth™ OEM Registration form provided via email to you and provide the following valid information:

- Individual Name
- Company Name
- Physical Address
- email Address
- Telephone
- Authenticated Diagnostic Bridge Server Connection APIs
- Technical support contacts to ensure the Authenticated Diagnostic Bridge Server is working
- Vehicle Model Unlock Codes and Names, if appropriate
- OEM Bridge Server SLA 24/7 support
- Technical support email and telephone contact information
- Other information necessary to set and certify up your account and service, as appropriate

and a valid form of payment, if applicable. You will create a password and you are responsible for protecting your account password. Except to the extent caused solely by our material breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors and agents), and (b) we are not responsible for unauthorized access to your account.

3 AutoAuth™ Technical Support. ISS AutoAuth™ will provide technical support to OEMs as defined in Exhibit 1.

4. Your Responsibilities.

4.1 Service Use. Once you have an account, to use the Service you must register your individual Vehicle Unlock Codes that will be used with this Service. You will ensure that your use of the Service Offerings, automotive tool APIs, ISS Content and Third-Party Content will not violate our Privacy Policy or any applicable law. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement or use of the Service Offerings. You are responsible for your use of the Service Offerings. You will not, and you will not allow any third party to circumvent the use of the Services or your Vehicle Unlock Codes will be removed from the certified Vehicle Unlock Code list until such actions are remedied.

4.2 Log-In Credentials and Log-in Tokens. ISS log-in credentials and log-in tokens generated and/or issued by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person.

4.3 You will not use the Service Offerings, ISS Content, Third-Party Content, or automotive tool APIs to provide a competing service or expose the same to any entity providing a competing service.

5. Privacy and Security

5.1 OEM Data Security

5.1.1 OEM Data Definition. "OEM Data" is OEM data, APIs, Vehicle Model Unlock Codes, technical and non-technical information and documentation related thereto), patent, copyright, trademark, trade secret, proprietary information, intellectual property, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, design details and specifications, architecture, and information of OEM or its licensors and Personal Data (as defined in Section 5.2.2.1).

5.1.2 Information Security Program. ISS will: (i) ensure the confidentiality, security and availability of OEM Data, (ii) protect against threats or hazards to the confidentiality, security, and availability of OEM Data, (iii) protect against unauthorized access, use, disclosure, or destruction of OEM Data, and (iv) dispose of OEM Data (as and when required), except for such OEM Data that must be retained to comply with law or legal purposes. Without limiting the generality of the foregoing, ISS shall (i) have in place a written documentation of its security policies, controls, and procedures that are consistent with generally accepted industry standards and practices ("Information Security Program"), (ii) provide appropriate training to its employees regarding its Information Security Program and data privacy policies and procedures, and (iii) make information concerning the foregoing available to OEM upon request.

5.1.3 Access Protection.

5.1.3.1 ISS shall provide only its own employees with access authority to OEM Data and only to the extent which is necessary to the respective task in fulfilling the ISS's obligations under the Agreement.

5.1.3.2 ISS shall not permit third parties (including, but not limited to, agents and subcontractors) to Process (as defined in Section 5.1.5 below) OEM Data unless such Processing is necessary to perform the Services substantially as protective of OEM Data than those set forth in this Agreement, and (iii) monitor such third parties to confirm that they have satisfied such obligations.

5.1.4 Security Incident Notification and Response.

5.1.4.1 ISS shall notify OEM promptly in writing in the event that ISS learns that any Processing of OEM Data has occurred in material violation of this Agreement or applicable laws ("Security Incident").

5.1.4.2 ISS shall (i) cooperate with OEM to investigate the Security Incident, and (ii) preserve all relevant information and evidence related to the Security Incident.

5.1.4.3 Except as may be required by applicable law, ISS agrees that it will not inform any third party (excluding law enforcement and ISS counsel) of any Security Incident without first obtaining OEM's prior written consent. To the extent that a Security Incident gives rise to a need to (i) provide notification to public authorities, individuals, or other persons, the timing and content of effectuating any notices shall be determined mutually by ISS and OEM in accordance with applicable law.

5.1.5 Data Security Audits. OEM may request no more than once a calendar year upon ten days written notice to ISS (unless additional audits or shorter notice is required, in each case, due to a Security Incident, but in no case less than reasonable notice (and for the avoidance of doubt, the Parties agree that there will be no more than one audit per Security Incident)), that ISS provide (and will cause its affiliates, agents, or subcontractors to provide) OEM (or its designated representatives) with access to facilities, systems, data backups, records and supporting documentation in order to audit ISS' (and/or its subcontractors') compliance with its obligations under this Section 5 during normal business hours. Audits shall be conducted in a manner that minimizes any disruption of ISS's performance of services and other normal operations. ISS shall take proper steps to address any control weaknesses identified by OEM as a result of such audit. The results of any such audit shall be deemed ISS' Confidential Information and protected as such under Section 12.9.

5.1.5 "Process (or 'Processed' or 'Processing')" means any operation or set of operations which is performed upon OEM Data, whether or not by automatic means, such as access, collection, compilation, use, disclosure, duplication, organization, storage, alteration, transmission, combination, redaction, erasure, or destruction."

5.2 OEM Data Privacy

5.2.1 General Data Privacy Obligations. ISS shall maintain OEM Data in confidence as follows:

- (a) ISS shall reproduce and include copyright and proprietary notices on all copies of the OEM Data in the same form and manner that such copyright and proprietary notices are included on the OEM Data.
- (b) ISS agrees to maintain the OEM Data in secure premises to prevent any unauthorized person from gaining access thereto.
- (c) ISS agrees not to disclose the OEM Data to any person or entity, except to employees of you to whom such disclosure is necessary to permit ISS to exercise its rights hereunder or as otherwise set forth in Section 5. ISS shall advise each employee to whom such disclosure is made of the need to maintain the OEM Data in confidence and shall entered a confidentiality agreement with employee to protect third party confidential information.
- (d) ISS shall give you written notice of any unauthorized disclosure or use of the OEM Data as soon as ISS learns or becomes aware of it. ISS will not issue any press release or make any other public communication with respect to this Agreement without your prior written permission.

5.2.2 Personal Data

5.2.2.1 Definition. "Personal Data" means any information (in any form or medium, now known or later developed) which alone or in combination with other information can be used to identify a natural person, Processed by ISS (including, without limitation, its affiliates, employees, agents, or subcontractors) in connection with this Agreement, including, without limitation, (i) social security number, driver's license, passport, taxpayer, military, or government issued identification number; (ii) payment card data; and (iii) financial account information, including routing number, bank account number, or retirement account number; or (iv) other data about an individual, including first and last name; home or other physical address, including street name and name of city or town; telephone number, and email address or other online identifying information, such as an instant messaging user identifier or a screen name. For the avoidance of doubt, 'Personal Data' is a subset of 'OEM Data.'"

5.2.2.2 To the extent that ISS Processes Personal Data (as defined below) in connection with this Agreement, ISS agrees that ISS will Process Personal Data only as necessary to perform the Services. ISS agrees to Process Personal Data in a manner that complies with all OEM policies communicated by OEM to ISS that are applicable to the Personal Data. In the event of a conflict between the terms of Section 5 and ISS' privacy policy of the AutoAuth.com website regarding the protection of OEM Data, the terms of this Section 5 shall apply. ISS shall comply with any additional reasonable requirements specified from time-to-time by OEM to address issues related to compliance with applicable laws regarding data privacy and protection.

5.2.2.3 If the Services involve the collection of Personal Data directly from individuals, ISS agrees (i) to provide such individuals with a privacy notice in a form and manner as specified or approved by OEM, and (ii) that it shall not collect such Personal Data without providing such privacy notice to such individuals in the form and manner approved by OEM.

5.2.2.4 ISS shall not initiate transfers of Personal Data across any national borders or permit remote access to the Personal Data by any person outside of the country in which the Personal Data was received by ISS unless ISS has taken appropriate measures to comply with applicable data privacy and protection laws prior to such transfer or access, including, by entering into (and agrees to cause its subcontractors, affiliates, or agents, as applicable, to enter into) any additional agreements or adhere to any additional contractual terms and conditions related to Personal Data as OEM may instruct in writing as required by applicable data privacy and protection laws. By way of example, such additional agreements may include (i) the "Standard Contractual Clauses" of Commission Decision 2010/87/EU of 5 February 2010 (or the then-current European Commission approved version of such clauses) for transfers of Personal Data from jurisdictions within the European Union ("EU") to outside the EU, and/or (ii) any such similarly required agreements for other jurisdictions that have restrictions pertaining to the Processing or transfer of Personal Data (each, a "Data Export Agreement").

5.2.2.5 Data Protection Communications and Cooperation. ISS shall promptly provide notice to OEM of any requests implicating privacy or data protection rights of any data subject whose Personal Data may be Processed by ISS, including any such requests from government officials (including any data protection agency or law enforcement agency) or other third party (each a "Data Protection Communication"). ISS understands that it is not authorized to respond to a Data Protection Communication unless explicitly authorized by OEM or the response is legally required under a subpoena or similar legal document issued by a government authority that compels disclosure by ISS.

6. Term; Termination.

6.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 6.2.

6.2 Termination.

(a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice. We may terminate this Agreement, such termination to be effective at the end of the then current 12-month subscription period, for convenience and without cause by providing you at least 30 days' advance notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) if our relationship with a third-party partner who provides software, certified tools or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software, certified tools or other technology as part of the Services, or (B) in order to comply with the law or requests of governmental entities. In the event of such termination, if reasonably possible, we will endeavor to effect it after your then current 12-month subscription.

6.3 Effect of Termination. Upon the Termination Date:

(a) All your rights under this Agreement immediately terminate;

(b) you will immediately return or, if instructed by us, destroy all automotive tool APIs, ISS Content, Third Party Content and log-in tokens in your possession; and

(iii) Sections 4.3, 5, 6, 7.2, 7.4, 8, 9, 10, 12 and 13 will continue to apply in accordance with their terms.

7. Proprietary Rights.

7.1 Service Offerings License. We or our licensors own all right, title, and interest in and to the Service Offerings, the automotive tool APIs, the ISS Content, and Third-Party Content and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license solely to do the following: (a) use the Services to access ISS Content and Third-Party Content, as appropriate, to make your Vehicle Unlock Codes compatible with automotive tools so third party automotive repair shops may diagnose and repair vehicles designed to be accessed by such Vehicle Unlock Codes; and (b) copy and use the ISS Content and Third-Party Content, if any, solely in connection with your permitted use of the Services. Except as provided in this Section 7.1, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some ISS Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the ISS Content or Third-Party Content that is the subject of such separate license.

7.2 License Restrictions. You will not use the Service Offerings, the automotive tool APIs, the ISS Content, and Third-Party Content in any manner or for any purpose other than as expressly permitted by this Agreement. You will not attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any of the above, (b) reverse engineer, disassemble, or decompile the any of the above or apply any other process or procedure to derive the source code of any software included in any of the above (except to the extent applicable law doesn't allow this restriction), or (c) resell or sublicense the any of the above. You will not use the Service Offerings, the automotive tool APIs, the ISS Content, and Third-Party Content for any purpose outside the license set forth in Section 7.1, including any malicious or harmful purposes.

7.3 Logo License. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license solely to use the ISS AutoAuth™ logo in accordance with our logo usage guidelines found in **exhibit A below** to inform the public and promote your usage of the Service Offerings solely while you are under a then current 12 month subscription. You shall not register any confusingly similar trademarks or trade names to our trademarks in any jurisdiction without our prior written consent. You will inform us if it becomes aware of any trademarks or trade names that are confusingly similar to our trademarks and logos. You will not misrepresent or embellish the relationship between us and you. You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

7.4 Suggestions. If you provide any Suggestions to us, we will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

8. Indemnification. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your use of the Service Offerings, the automotive tool APIs, the ISS Content, and Third-Party Content (including any activities under your ISS account and use by your employees, representatives, contractors and personnel (collectively, "Representatives"), whether or not they had a right to use the same); or (b) breach of this Agreement or violation of applicable law by you or your Representatives. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third-party subpoena or other compulsory legal order or process associated with third party claims above at our then-current hourly rates.

9. Disclaimers. THE SERVICE OFFERINGS, THE AUTOMOTIVE TOOL APIS, THE ISS CONTENT, AND THIRD-PARTY CONTENT ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SAME, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SAME WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT THE SAME WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

10. Limitations of Liability. WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, THE AUTOMOTIVE TOOL APIS, THE ISS CONTENT, AND THIRD-PARTY CONTENT, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SAME, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SAME, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SAME FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SAME; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED FIFTY THOUSAND U.S. DOLLARS. THE LIMITATIONS IN THIS SECTION 10 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Modifications to the Agreement.

We may modify this Agreement (including our Privacy Policy and logo usage guidelines) at any time. If we believe the changes are material, we will post a revised version on the ISS AutoAuth™ Site or otherwise notifying you in accordance with Section 12.10. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the ISS AutoAuth™ Site regularly for modifications to this Agreement.

12. Miscellaneous.

12.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 12.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for ISS as a party to this Agreement and ISS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

12.2 Entire Agreement. This Agreement incorporates the Privacy Policy, logo usage guidelines, and the applicable terms of the Service Offering that linked you to this Agreement by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, or related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in the Privacy Policy logo, usage guidelines, or the applicable terms of the Service Offering that linked you to this Agreement, the terms contained in this document will control.

12.3 Force Majeure. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.4 Governing Law. This Agreement, and all of its provisions, shall be deemed to have been made in the State of California and the validity, construction, interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws provisions. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12.5 Disputes. With the exception of an action primarily seeking injunctive relief, any dispute, controversy or claim arising out of or relating to this Agreement, the subject matter thereof, or the breach thereof shall be settled by binding arbitration in Orange County, California, in accordance with the Commercial Arbitration Rules then prevailing of the American Arbitration Association. Judgment upon any award made in an arbitration may be entered and enforced in any court of competent jurisdiction. Except as set forth in the previous sentence, any judicial action taken by either party against the other in connection with any dispute or arbitration under this Agreement shall be brought in Orange County, California, in a State or Federal court having jurisdiction of the subject matter of the action; unless jurisdiction cannot there be obtained over, or venue is not there proper as to, an indispensable third party. Both parties expressly consent to the exercise of jurisdiction over them in the courts set forth in the previous sentence, as appropriate, by any court of competent jurisdiction and waive any rights they may have to have the action tried or determined in a different venue. The prevailing party in any arbitration or judicial action brought by one party against the other arising out of or related to this Agreement shall be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorneys' fees, costs and expenses incurred in such action.

12.6 Export. In connection with this Agreement, you agree to comply with any and all applicable laws, including but not limited to export laws, regulations, orders and other rulings or decrees of the United States and any applicable jurisdictions. You agree that you shall not, and shall not allow third parties to, supply the Service Offerings, the automotive tool APIs, the ISS Content, and Third-Party Content to a unit or agency of the United States government or any other government without prior written authorization by ISS, and then only pursuant to terms set forth by ISS.

12.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

12.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

12.9 Confidentiality and Publicity. You shall maintain the Service Offerings, the automotive tool APIs, the ISS Content, and Third-Party Content, all methods, algorithms and concepts utilized therein, technical and non-technical information and documentation related thereto), patent, copyright, trademark, trade secret, proprietary information, intellectual property, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, design details and specifications, architecture, and information of ISS or its licensors or ISSs or and any information related thereto (hereinafter "ISS Confidential Information") in confidence as follows:

- (a) You shall reproduce and include copyright and proprietary notices on all copies of the ISS Confidential Information in the same form and manner that such copyright and proprietary notices are included on the ISS Confidential Information.
- (b) You agree to maintain the ISS Confidential Information in secure premises to prevent any unauthorized person from gaining access thereto.
- (c) You agree not to disclose the ISS Confidential Information to any person or entity, except to employees of you to whom such disclosure is necessary to permit You to exercise its rights hereunder. You shall advise each employee to whom such disclosure is made of the need to maintain the ISS Confidential Information in confidence and shall entered a confidentiality agreement with employee to protect third party confidential information.
- (d) You warrant that all individuals having access to the ISS Confidential Information will observe and perform the covenants set forth in this "Confidentiality and Publicity" section.
- (e) You shall give ISS written notice of any unauthorized disclosure or use of the ISS Confidential Information as soon as you learns or becomes aware of it. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings.

12.10 Notice.

- (a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the ISS AutoAuth™ Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the ISS AutoAuth™ Site will be effective upon posting and notices we provide by email will be effective when we send the email, unless another date is set forth in such notice. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
- (b) To Us. To give us notice under this Agreement, you must contact ISS by personal delivery, overnight courier or registered or certified mail (all with signature required) to the mailing address, as applicable, specified in the Contact Section 13 below. We may update the address for notices to us by posting a notice on the ISS AutoAuth™ Site. Notices shall be deemed effective upon our receipt.

12.11 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.12 U.S. Government Rights. The Service Offerings, the Vehicle Unlock Codes, the ISS Content, and Third-Party Content are provided to the U.S. Government solely under the terms of this Agreement. If you are using the same on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the same.

12.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

12.14 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

13. Definitions.

"Contact" is:

ISS AutoAuth Administrator
30 W Sola Street
Santa Barbara, CA 93101
Phone: (888) 951-4477
Fax: (949) 756-0691
Email: autoauth-support@issdlm.com

"Content" means content, including APIs, software (including machine images), data, text, audio, video, or images).

"ISS Content" means Content we or any of our affiliates make available in connection with the Services (during the on boarding certification process or during operation) or on the ISS AutoAuth™ Site to allow access to and use of the Services, including: (AutoAuth transaction IDs (for users, tools and tool shops that perform such transaction); automotive tool APIs; documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel).

"ISS AutoAuth™ Site" means www.autoauth.com (and any successor or related site designated by us), as may be updated by us from time to time.

"Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

"Privacy Policy" means the privacy policy located at www.autoauth.com (and any successor or related locations designated by us), as it may be updated by us from time to time.

"Services" and "Service Offerings" means each of the services made available by us or our affiliates, including those services described more fully at www.autoauth.com (and any successor or related site designated by us), as may be updated by us from time to time.

"Suggestions" means all suggested improvements to the Service Offerings that you provide to us.

"Term" means the term of this Agreement described in Section 7.1.

"Termination Date" means the effective date of termination provided in accordance with Section 7, in a notice from one party to the other.

"Third-Party Content" means Content made available to you by any third party on the ISS AutoAuth™ Site or in conjunction with the Services, such as automotive tool APIs, automotive tool serial numbers, automotive tool identifiers, VIN numbers.

"Vehicle Unlock Codes" means codes that when used properly can allow access to certain vehicle diagnostic systems.

EXHIBIT 1: Logo Usage Guidelines

1. AutoAuth™ signet – usage guidelines



Please send request to autoauth-support@issdlm.com to obtain the AutoAuth™ signet.

The signet must not be altered in any way.

The background of the AutoAuth™ signet inside shall always be white; no other colors and no images are permitted.

The AutoAuth™ signet is made available in multiple sizes as JPG files as well as EPS file (vector format for printing).

In addition to the signet, any reference to AutoAuth™ products shall be made according to attached usage guidelines for AutoAuth™ Product-Trademarks.

Measurements:

The AutoAuth™ signet has to be surrounded by a sufficient amount of blank space "B". This minimum distance shall be maintained to other elements such as other logos, typography, illustrations, photos, etc. Minimum width "A" of the AutoAuth™ signet should be 20 mm.

2. AutoAuth™ logo – additional usage guidelines

Additional art cannot be placed within 1/2 the logo height on all sides



65% Black



PMS 1797

3. Contact

To request support via web:
<https://support.ghsiss.com>

To request support via email:
autoauth-support@issdlm.com

To request End-User support via phone:
+1 (888) 830-2884

Exhibit 2: AutoAuth™ Technical Support to OEM

1. Scope of Maintenance & Support

Category	Premium Support
Normal Support Hours	24/7
Hot Line Support for Severity 1 & 2 Issues	24/7
Phone & Email Support	√
Product Updates	√
Product Upgrades	√
Unlimited Support Requests	√
Maximum Subscriber Contacts	2
Patch Distribution	√
Automatic Priority Escalation	√
Documented Reporting for critical incidents	√
Monthly Status Meetings	√

Severity Definitions	Premium Support Response
1. Business process is severely affected with no work around	2 Hour response
2. Business process is affected with a work around	2 Hour response
3. Business process is affected with no loss of functionality	8 Hour response
4. General enquiries, product enhancements	24 Hour response

Note: OEM must provide ISS AutoAuth™ Technical Support access to Vehicle Unlock Codes and Technical Resources to troubleshoot issues.

2. Contact

To request support via web:
<https://support.ghsiss.com>

To request support via email:
autoauth-support@issdlm.com

To request End-User support via phone:
+1 (888) 830-2884