

## END-USER LICENSE AGREEMENT

*THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU, THE END-USER (“YOU”), AND MOTOR INFORMATION SYSTEMS, HEARST BUSINESS MEDIA, INC. (“MOTOR”). BY ACCESSING ANY OF THE MOTOR DATABASES VIA THIS WEB SITE, YOU AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE DATABASES.*

**1. LICENSE GRANT.** MOTOR hereby grants to You a nontransferable, non-exclusive, limited license to access and use the MOTOR Databases (“DATABASES”), including any updates provided by MOTOR on a vehicle-by-vehicle look-up basis for Technical Service Bulletins (TSB) and Wiring Diagrams reference only, in accordance with the terms and conditions of this Agreement. You acknowledge and agree that you may not access the Databases to obtain information for more than seven vehicles in any given calendar year.

**2. USER RESTRICTIONS.** The Databases may only be used at one physical location on a single computer. You agree that You shall not, and shall not permit others, including but not limited to third parties, to directly or indirectly (i) alter or copy in any form or medium all or any part of the Databases (except for data located on an individual, vehicle by vehicle, lookup basis), nor make such data part of any electronic retrieval system; (ii) create any derivative work from, or adaptation of, the Databases; (iii) use the Databases to facilitate the generation of collision repair estimates; (iv) lease, license, sell, or otherwise publish, communicate, distribute or display to third parties in any form or medium all or any part of the Databases, (v) create any publications, in electronic, printed or other format, based in whole or in part on data from the Databases, alone or in combination with any other data; (vi) download the Databases (other than the data obtained on a vehicle-by-vehicle look-up basis) or transmit the Databases electronically by any means; (vii) use the Databases on multiple computers or at multiple locations unless such use is covered by an individual license for each computer or use; (viii) remove any product identification, copyright, trademark or other notice from the Databases or the Documentation; (ix) use any graphics contained in the Databases other than as specifically granted in Section 1 above; or (x) reverse engineer, reverse assemble, or reverse compile the Databases; (xi) MOTOR in its sole judgement shall be entitled to discontinue providing any OEM proprietary data from the Databases in the event it is, for any reason, not available or in the event any OEM imposes commercially unreasonable fees or restrictions on use of such data.

**3. OWNERSHIP; CONFIDENTIALITY.** You agree that the data contained in the Databases contain confidential information, and that MOTOR owns all rights in the Databases and the data contained therein, including without limitation all copyright and other proprietary rights. You agree to keep confidential and use your best efforts to prevent and protect the Databases from unauthorized disclosure or use. You agree that the confidentiality obligations shall survive termination of this Agreement.

**4. DISCLAIMER OF WARRANTIES, LIABILITY.** MOTOR FURNISHES THE DATABASES ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTY. MOTOR DOES NOT WARRANT THAT USE OF THE DATABASES WILL BE UNINTERRUPTED OR ERROR FREE, OR WILL MEET YOUR REQUIREMENTS. MOTOR SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM OR COURSE OF DEALING AND YOU HEREBY EXPRESSLY WAIVE ANY AND ALL SUCH WARRANTIES. YOU ASSUME THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE DATABASES. UNDER NO CIRCUMSTANCES SHALL MOTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE DATABASES. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, LOST GOODWILL, LOST PROFITS, LOSS OF DATA, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BROUGHT, EVEN IF MOTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT.

**5. TERM; TERMINATION.** This Agreement is effective for the period of time set forth in your Agreement with the web site owner hosting the DATABASES, but in no event longer than the term of the agreement between MOTOR and that web site host. MOTOR may terminate this Agreement if You do not comply with any term or condition of this Agreement. Should this Agreement terminate, You agree to destroy any data previously obtained from the DATABASES.

**6. MISCELLANEOUS.**

(a) This Agreement is the complete and exclusive statement between You and MOTOR relating to the subject matter hereof and supersedes all prior oral, written and/or contemporaneous negotiations, commitments and understandings of the parties.

(b) This Agreement shall be governed by the laws of the State of New York without giving effect to any principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court sitting in New York, New York over any suit, action or proceeding arising out of or relating to this Agreement.

(c) No delay or failure by MOTOR to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of MOTOR’s right thereafter to exercise or enforce each and every right and provision of this Agreement.

(d) If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

- (e) This Agreement may only be amended, modified, suspended or canceled by a writing signed by MOTOR.
- (f) This Agreement may be assigned by MOTOR, but may not be assigned by You.