

GLASS'S DATA LICENSING TERMS

These licence terms (the "Licence Agreement") govern the use by Customer of the data products and subscriptions ("Products") of Glass's Information Services Pty Limited, ABN 44 004 382 478 ("Glass's").

1. ORDERS

- 1.1 Customer may order Products by placing written, signed orders on a local Glass's order form, or by placing orders via order-entry tools (where available) on Glass's web sites (each, an "Order"). Orders are subject to acceptance by Glass's. Glass's may accept an order by providing access to Products. Accepted orders will be deemed to incorporate and be subject to this Licence Agreement, as well as any other documentation referenced in the Order. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in this Licence Agreement will have no effect.

2. ACCESS TO PRODUCTS

- 2.1 In providing Customer with an account, any access credentials or other access to Glass's Products, Glass's grants access to the Products subject to Customer complying with the terms specified in this Licence Agreement. By using the Products, Customer agrees to comply with and be bound by this Licence Agreement, and any other documentation referenced in the particular Order.
- 2.2 Glass's may, at any time during the term of this Licence Agreement, withdraw a Product from general availability and, at Glass's option, either (i) replace it with an alternative product or deliver the applicable data through an alternative medium, provided that the replacement product or medium shall deliver materially the same capability and/ or data to the Customer; or (ii) provide a pro rata refund of the Fee relating to the withdrawn Product.

3. INVOICING AND PAYMENT

- 3.1 Glass's shall invoice the Customer all Fees specified in the Order. Tax Invoices are payable within 30 days of the date of the relevant Tax Invoice in the currency stated in the Order. Fees are subject to GST and any other tax or duty payable by Customer. Customer is not obliged to pay the GST on a taxable Supply to it, until it is given a valid Tax Invoice for the Supply by Glass's.
- 3.2 If Customer fails to make any payment when due Glass's reserves the right to: (i) charge interest on the full amount (after, as well as before, judgment) at the rate of 4% p.a. above the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic) from the due date until payment in full; (ii) withhold delivery of any updates or access to Products until such time as all arrears have been settled; and/or (iii) terminate the Licence Agreement.
- 3.3 Glass's shall be entitled to increase Fees at yearly intervals on each anniversary of the Licence Agreement, if it notifies Customer in writing, at least 90 days before the expiry of the then-current term of the Licence Agreement, and Customer does not give written notice of termination of the contract at least 60 days before the end of the current subscription year, such termination to take effect at expiry of the then current term. Notwithstanding the foregoing, and subject always to 3 months' written notice, Glass's shall be entitled to increase any fees for VIN and/ or WLTP data services at any time in the event that any applicable vehicle manufacturer increases its fees for VIN look-ups and/ or WLTP data services to Glass's.
- 3.4 For the purposes of this Licence Agreement, the expressions GST, Tax Invoice and Supply, shall have the meanings given to them in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended).

4. CONFIDENTIAL INFORMATION

- 4.1 Any and all business-related information provided by Glass's shall be deemed to be confidential information. Subject only to the Permitted Use specified in the Order, Customer shall: (i) keep Products and any information contained therein confidential and limit access to Products to those of its employees, agents and sub-contractors who have a need to know; (ii) notify Glass's immediately if it becomes aware of any unauthorised use of or access to any Products or confidential information by any third party; (iii) take all steps necessary to protect the confidential information or Intellectual Property Rights of Glass's in Products; and (iv) take all such steps as are necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 4.

5. DATA LICENCE

- 5.1 Subject to payment of all applicable Fees and compliance with the terms of this clause 5 and any other licence terms and restrictions in the applicable product description, Glass's grants Customer a non-sublicenseable, non-exclusive, non-transferable licence to use Products and documentation provided under this Licence Agreement for Customer's internal business purposes at the indicated capacity levels for the duration of the Licence Agreement. Such internal business purposes shall include the sharing of individual data extracts relating to specific vehicles to its third party customers, but Customer shall not otherwise allow access in any way to substantial or whole parts of the Product or related databases. Except for the limited licence rights expressly granted in this Licence Agreement, Glass's reserves all rights in and to the Products and documentation and any modifications thereto, including title, ownership, intellectual property rights, and any other rights and interests.
- 5.2 Where Products are delivered through an online access or web application platform Customer may access and use the Product on multiple devices or one or more servers, so long as the specified number of licences or volumes for the Product are not exceeded at any given time.
- 5.3 Where Products are delivered as raw data in a flat format via (S)FTP or email, Customer may incorporate and use each copy of the Product on the Customer Platform(s) specified in the Order provided that, unless otherwise agreed in writing by Glass's, Customer does not (i) use the Product on any additional platforms or systems; (ii) use the Product on the Customer Platform(s) with a larger volume without Glass's prior written consent and payment of any applicable licence fees; or (iii) permit use by any other related or third party entity.
- 5.4 Where Products are delivered via a web service, Customer may access the Products subject to any volume limits specified in the Order. Any usage in excess of any agreed volumes will be charged at the additional transaction fee rates specified in the Order, or if none are specified, Glass's then current standard pricing for such transactions. Customer shall comply with any integration requirements specified in any applicable integration documentation provided by Glass's from time to time. Web Service transactions may only refer to individual vehicles. Bulk queries are not permitted.
- 5.5 Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Products; (ii) alter, modify or create any derivative works based on the data or documentation; (iii) merge the Products with any other software other than as expressly set forth in the documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey, create a security interest (to which the Personal Property Securities Act 2009 (Cth) applies) or otherwise transfer the Products or documentation except as expressly authorized by

this Licence Agreement; (v) distribute, disclose or allow use of the Products or documentation, in any format, through any timesharing service, service bureau, network or by any other means not provided for in the documentation; or (vi) permit or encourage any third party to do any of the foregoing.

- 5.6 Rights to vehicle images belong to their creator or rightsholder. Glass's grants to Customer no rights to use such images; Glass's service in relation to images is limited to providing a link from the Products to the images. Such links may only be used in conjunction with the Products and only online without undertaking any reproductions, other than necessary transitory copies in the cache memory. Further use of the images in electronic mailings or printed materials is prohibited. Glass's may withdraw the links to the images at any time, and any further use of the links by Customer must cease if the image rightsholder so requires. In such circumstances, Glass's will at its sole discretion attempt to make other images available to Customer.
- 5.7 Customer may create a reasonable number of archival and backup copies of the Products and documentation, provided all proprietary rights notices, names and logos are duplicated on such copies.
- 5.8 Glass's (or any of its representatives or professional advisers, who are bound by professional obligations of confidentiality) shall have the right, on providing reasonable notice to Customer, to enter Customer's premises during business hours and use all computer systems and facilities for the purpose of inspecting and copying any records or other information in any medium as reasonably necessary to monitor Customer's compliance with the Licence Agreement, subject to Customer's obligations of confidentiality to third parties. In the event of material non-compliance by Customer being detected, Glass's shall be entitled to recover the costs of the audit, in addition to any other damages which may be recoverable.

6. INFRINGEMENT DEFENCE AND INDEMNIFICATION

- 6.1 Glass's warrants that Products do not infringe any Intellectual Property Rights of any third party. Glass's agrees to indemnify and hold Customer harmless from and against any damages awarded or agreed to be paid to any third party arising out of Glass's breach of the foregoing warranty, provided that (i) Customer gives notice to Glass's of any such claim forthwith upon becoming aware of it; and (ii) Customer gives Glass's sole conduct of the defence to any such claim and gives to Glass's such assistance as it shall reasonably require (at the expense of Glass's) in respect of the conduct of the said defence.
- 6.2 In the event of such a breach, Glass's may, at its expense, procure for Customer the right to continue exercising the rights granted hereunder with respect to Products or replace or modify Products at Glass's sole expense to make Customer's exercise of its rights under the Licence Agreement non-infringing. The remedies foreseen in clauses 6.1 and 6.2 shall be the sole remedies available to Customer and Glass's shall have no further liability to Customer.

7. WARRANTIES AND LIMITATIONS

- 7.1 Glass's warrants that (i) Products have been compiled using reasonable skill and care in accordance with good industry practice. Customer acknowledges that when estimating present and forecasting future values or providing any other information, Glass's will use reasonable skill and care, but that Glass's does not warrant the accuracy, completeness, or correctness of any particular values or data which Customer shall treat as guiding indications only; (ii) it will during the term of the Licence Agreement use reasonable endeavours to correct any errors notified to it in Products promptly, where appropriate by including a correction in the next scheduled release or Update of Glass's Products;
- 7.2 Glass's gives no warranty as to (i) freedom from defects of information or (ii) data supplied by third parties and incorporated by Glass's into Products and warrants only that it has used reasonable endeavours to copy or import such information correctly from its original source. In the event of any technical error in the Products, subject to being notified in accordance with the Licence Agreement, Glass's will investigate the error and, if the issue can be replicated or otherwise confirmed by Glass's as an error, Glass's will take such action as it considers appropriate in the circumstances to remedy the situation.
- 7.3 The warranties in clause 7 replace all other representations or warranties (statutory, expressed or implied) and all such representations and warranties (save any which may not lawfully be excluded) are expressly excluded, including, without limitation, the implied warranties of merchantability and fitness for any particular purpose.

8. LIMITATION OF LIABILITY

- 8.1 This clause 8 applies to Glass's liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) in respect of any breach of its contractual obligations arising under any Licence Agreement and any representation, statement or tortious act or omission including negligence and any other form of liability, and Customer's attention is in particular drawn to the provisions of this clause 8.
- 8.2 Glass's liability to Customer will not be limited for (i) death or personal injury resulting from Glass's negligence, (ii) fraud, (iii) wilful default or gross negligence (iv) a breach of the warranty in clause 6.1 or (v) any other matter for which liability cannot as a matter of applicable mandatory law be limited.
- 8.3 Subject to clause 8.2, Glass's entire liability shall be limited to an amount equal to the aggregate of the Fee paid or due to be paid for the Product concerned in respect of the 12 month period in which the liability arose.
- 8.4 Subject to clause 8.2, Glass's shall not be liable to Customer for (i) any loss of profits, business, anticipated savings, goodwill, data or other such loss; or (ii) any type of special indirect or consequential loss or damage; in each case including loss or damage suffered by Customer as a result of an action brought by a third party and even if such loss was reasonably foreseeable or Glass's had been advised of the possibility of Customer incurring the same.
- 8.5 Glass's will not be liable to any person other than Customer in connection with this Licence Agreement or its subject-matter.
- 8.6 In the event that the above exclusions or any limitations contained in this Contract are held to be invalid and Glass's becomes liable for loss or damage that would otherwise have been lawful to exclude, such liability will be limited to the amounts as referred to in this clause.

9. GOVERNING LAW

- 9.1 The Licence Agreement shall be governed by and construed in accordance with the law in force in the State of Victoria and the Parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

10. TERM & TERMINATION

- 10.1 The Licence Agreement shall enter into force on the Commencement Date and unless otherwise specified in the Order shall have an initial duration of 12 months, continuing in force thereafter for further periods of twelve months. Either party may terminate the

Licence Agreement with effect from the end of the then-current period by giving the other party written notice of such termination not less than 60 days before the expiry of the then-current period.

- 10.2 The Licence Agreement may be terminated by notice in writing forthwith: (i) by Glass's, if Customer, having been sent a written reminder, fails to pay any sums payable under the Licence Agreement or any other debt due to Glass's within 30 days after the due date; (ii) by either party if the other commits any material breach of any term of the Licence Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same; (iii) by either Party (other than for the purpose of solvent reconstruction or amalgamation) where the other: (a) is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth)); (b) has a receiver, receiver and manager, liquidator, provisional liquidator, trustee, administrator, controller, or inspector appointed under any companies or securities legislation, or similar official is appointed in respect of that Party or any of its property, or where any security over any substantial part of its assets is enforced; (c) ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or makes an assignment for the benefit of, or enters into or makes any arrangement or compromise with, that Party's creditors or threatens to do so, or stops payments to its creditors generally; (d) is, becomes, or is deemed to be insolvent or bankrupt; (e) has a distress, attachment or other execution levied or enforced upon or commenced against any substantial part of its assets and is not stayed within thirty (30) days; (f) is taken (under section 459F(1) of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory demand; or (g) is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act 2001 (Cth)) (or it makes a statement from which the other Party to this Contract reasonably deduces it is so subject); and (iv) by Glass's, if Customer breaches any of the licence terms under this Licence Agreement, and has not within ten (10) business days of the date of a reasonably detailed written notice, cured all breaches of licence limitations or restrictions.
- 10.3 Any termination of the Licence Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination which shall include without limitation clause 4 which shall survive termination of the Licence Agreement by either Party.
- 10.4 Within 7 days of the termination of the Licence Agreement (which shall include termination of the licence to use any back-up copies) Customer shall in the case of Products for use with computer equipment at Glass's sole option either return or destroy all such copies of Products in its possession or control and a duly authorised officer of Customer shall certify in writing to Glass's that Customer has complied with this obligation.

11. DATA PROTECTION

- 11.1 To the extent that Glass's is required to process any personal information on behalf of Customer, it shall (i) effect and maintain appropriate technical and organisational measures against unauthorized or unlawful processing of personal information and against accidental loss or destruction of, or damage to, personal information and (ii) act only in accordance with Customer's instructions in relation to such personal information.

12. MISCELLANEOUS

- 12.1 Glass's may assign this Licence Agreement and any order hereunder to any Related Body Corporate of its group undertakings (as defined in section 50 of the Corporations Act 2001 (Cth)) or to any entity to which Glass's may sell, transfer, convey, assign or lease all or substantially all of the assets or material used in connection with the performance of its obligations hereunder. Glass's may subcontract any or all of the obligations to be performed by it hereunder, but will retain responsibility for the work.
- 12.2 Neither party shall be liable for any loss or damage caused by delay or failure in the performance of any of its obligations under the Licence Agreement where the same is occasioned by a cause beyond its reasonable control. Should any such event occur the party in default shall forthwith give notice to the other detailing the circumstances and if a default shall continue for more than 6 weeks, then the other party shall be entitled to terminate the Licence Agreement by written notice. Neither party shall have any liability to the other party in respect of the termination of the Licence Agreement as a result of such an event.
- 12.3 Any notice to be given to a party under the Licence Agreement shall be in writing (which includes e-mail) addressed to that party at its principal place of business or such other address as may have been specified in the Order or subsequently in writing.
- 12.4 Failure or delay by either party to exercise or enforce any rights will not be construed as a waiver of its rights under the Licence Agreement or otherwise. No waiver by a party of any breach of the Licence Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.5 If any provision (or part of a provision) of this Licence Agreement is held by any competent authority to be invalid, unfair or unenforceable in whole or in part, that provision or part will be deemed deleted, and the validity of the other provisions of the Licence Agreement and the remainder of the provision in question shall not be affected thereby. The unenforceable provision shall be replaced with a provision that as closely as possible corresponds to the parties' envisaged economic intent.
- 12.6 This Licence Agreement is the entire agreement and replaces all previous agreements and understandings between the parties relating to the Products.