

SCRS BLUEPRINT OPTIMIZATION TOOL END USER LICENSE TERMS AND CONDITIONS

THIS IS A VALID AND ENFORCEABLE CONTRACT. BY CLICKING "ACCEPT," YOU ACCEPT ALL OF THE FOLLOWING TERMS AND CONDITIONS AS OF THIS DATE.

This Blueprint Optimization Tool ("BOT") License Agreement ("Agreement") is entered into between YOU (the "End User"), as identified on the Order Page, and the Society of Collision Repair Specialists ("SCRS"), a national trade association organized under the laws of the state of Illinois.

- A. End User desires access and delivery of certain computer software and related items as listed on **Exhibit A** (the "Licensed Product") for use exclusively in the End User's business of estimating the cost of automotive damage and repairing damaged automobiles.
- B. SCRS desires to make the Licensed Product available to the End User under the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term: The term of this Agreement shall commence on the Effective Date of this Agreement and shall remain in full force and effect for twelve (12) months. Notwithstanding this initial term, End User may terminate this Agreement, for any reason, during the first thirty (30) days after

installation of the Licensed Product at a first location.

This Agreement shall automatically renew for successive twelve (12) month terms on each anniversary of the Effective Date, unless either End User or SCRS have declined to renew by giving sixty (60) days written notice to the other Party. Termination of this Agreement shall not terminate End User's obligations under Sections 5, 6, 9 and 10.

2. License: Subject to the terms and conditions of this Agreement, SCRS grants to End User a non-exclusive license to use the Licensed Product solely in the End User's business in conjunction with performing cost estimates for automobile damage and repairing damaged automobiles. The Licensed Product may be used solely by End User at the location(s) identified in Exhibit A. End User shall not, without obtaining SCRS's prior written approval, which may be withheld for any reason, use the Licensed Product at any location(s) or on any number of computer terminals, except as specifically described in Exhibit A. Other than in End User's ordinary course of business, End User may not sell, market, or in any other manner distribute to any third party, or to any location, the Licensed Product or any information contained in or derived from the Licensed Product, except for the purpose of reporting compliance and performance. This license may not be assigned or transferred except as otherwise set forth herein.

3. Price and Payment Terms: In consideration of the License set forth herein,

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End User agrees, for the term of this Agreement and for any subsequent terms, to pay SCRS End User Fees as identified in Exhibit A pursuant to the terms set forth therein.

3.1 SCRS may change the End User Fees for any renewal term by giving End User written notice at least thirty (90) days prior to the start of that renewal term. End User Fees do not include sales, use, excise, or any other taxes, all of which End User shall pay based on individual state and or federal regulations.

3.2 End User agrees to be invoiced electronically and pay all individual End User Fees as set forth in Exhibit A. If any payment due to SCRS is not timely paid, End User will be deemed to be in default. Interest will accrue on all invoices in default at the lower of 1.5 percent per month or the maximum interest amount allowed by law in the State where the End User resides.

3.3 If End User is in default of this Agreement as set forth in Section 3.2 above, or for any other material breach, SCRS reserves the right to immediately terminate the License. In the event of an End User default, End User is responsible for all past due invoices, plus all collection costs, including costs incurred by SCRS in terminating all online access of the Licensed Product, plus reasonable attorneys' fees, if any.

4. Software Configuration, Installation and Training: Installation and Training of the Licensed Product are only available from SCRS or its designee (an "SCRS Designee") and are required as part of this Agreement. End User agrees to pay the Installation and Training Fees as described in Exhibit A attached hereto. Installation and Training Fees are separate from End User Fees.

4.1 Should the End User use Training and/or Installation services other than those authorized by SCRS or an SCRS Designee and SCRS is called upon to provide any service for End User, the cause of which is deemed by SCRS to result from improper installation of, or inadequate training about, the Licensed Product, SCRS reserves the right to impose an additional charge for such service by notifying the End User before the service is provided.

4.2 End User will have access to SCRS's End User Support Hotline.

5. Maintenance of End User Equipment and Software: End User, and not SCRS, shall obtain, maintain, and operate, or cause to be obtained, maintained, and operated, at its own expense, all hardware, equipment, and non-SCRS software required to interface properly with the Licensed Product. End User acknowledges that some hardware and operating environments may not readily accept the current or future functionality of the Licensed Product. End User agrees to make necessary changes or upgrades in hardware, software, memory, memory management and operating system environment to interface properly with the Licensed Product.

5.1 In the event that SCRS is called upon to provide any service for End User related to the Licensed Product, the cause of which is deemed by SCRS to result from use of the Licensed Product with incompatible hardware or software, SCRS reserves the right to impose a charge for such service.

6. Confidentiality: End User acknowledges that the Licensed Product comprises information which constitutes trade secrets of SCRS. The Licensed Product embodies substantial creative efforts and includes

confidential information in which SCRS has a proprietary interest. End User therefore agrees that no portion of the information constituting the Licensed Product may be disclosed to others, copied, reproduced, decompiled, or used for any purpose other than as specifically contemplated by this Agreement. End User shall exercise all reasonable precautions to protect the Licensed Product and to prevent its dissemination to unauthorized persons. Furthermore, End User shall not assign, pledge, sublicense, or permit any other use of the Licensed Product without obtaining the prior written consent of SCRS, which consent may be withheld by SCRS for any reason.

6.1 End User hereby consents to the collection of End User's collision repair estimation line item data only by a third-party of SCRS' choosing solely to generate industry statistical, benchmarking, or quality improvement information, provided that such data has been anonymized, pseudonymized, masked, or otherwise deidentified so that it does not identify, and is not reasonably capable of identifying, any End User customer, any other individual, or any VIN information. End User's collision repair estimates will only be utilized for generating summary information. The right granted this third-party to utilize such data is a continuing right vesting in such third-party with the right to maintain and disburse such summary information for its internal purposes only. All such data will be the sole and exclusive property of such third-party. End User waives any claims against SCRS for such third-party's collection or use of such data. End User may opt out of the collection of anonymous information by SCRS or the third-party of its choosing by providing written notice to SCRS at any time consistent with this Agreement.

6.2 End User and SCRS shall advise their employees of the confidential nature of the Confidential Information being provided hereunder and shall enforce such employees' strict compliance with this Section 6.

7. Licensed Product Updates and Enhancements: SCRS may, without notice, modify, update, enhance, change or make available new software modules to the Licensed Product from time to time during the course of this Agreement.

7.1 SCRS may provide the updates for the Licensed Product at no additional cost to End User.

7.2 SCRS reserves the right to discontinue support of non-current versions of the Licensed Product upon prior written ninety (90) day notice to the End User.

8. Warranty: SCRS has no control over the conditions under which End User uses the Licensed Product. Therefore, SCRS does not warrant the results that may be obtained by its use. However, SCRS provides the following limited performance warranties:

8.1 SCRS warrants that it owns and possesses all rights and interests necessary to grant the License to End User.

8.2 SCRS warrants that if End User is precluded from using the Licensed Product because of an actual or claimed infringement or any patent, copyright, or other intellectual property right, then, at SCRS's sole option and expense: (i) SCRS shall either procure for buyer the right to continue to use the Licensed Product; (ii) replace or modify the Licensed Product so that the Licensed Product becomes non-infringing; (iii) obtain substantially equivalent replacements for the Licensed Product reasonably acceptable to

End User; (iv) or terminate this Agreement and refund to End User any pro rata portion of the License Fee previously paid.

8.3 During the Term of this Agreement, should the Licensed Product fail to perform as described in the relevant documentation, End User shall provide to SCRS a Discrepancy Report (DR) by writing identifying with specificity all deficiencies in the Licensed Product. SCRS, in conjunction with End User, shall assess the severity of the deficiency and will communicate back to End User the appropriate corrective action. SCRS shall address all critical product deficiencies, identified as being a deficiency that prevents users from using all or a substantial portion of the Licensed Product, within two (2) business days of its receipt of the DR from End User. SCRS shall address deficiencies of a non-critical nature, within thirty (30) days of its receipt of the DR from End User. SCRS shall not be responsible or liable for restoring or reconstructing any lost or altered files, data, or programs regardless of the cause of the loss. End User acknowledges that the warranty given hereunder shall be contingent upon End User's complying with routine operating procedures and processes for the Licensed Product in accordance with specific operating specifications disclosed by SCRS, and to implement any reasonable temporary measures recommended by SCRS while SCRS remedies any deficiency.

8.4 EXCEPT FOR THE WARRANTIES EXPRESSLY IDENTIFIED HEREIN, SCRS MAKES NO WARRANTIES OR GUARANTEES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. SCRS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OR WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, INCLUDING

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SCRS, ITS AGENTS OR EMPLOYEES BE LIABLE TO END USER OR TO ANY THIRD PARTY FOR LOST PROFITS, LOSS OF USE, OR ANY INDIRECT, CONSEQUENTIAL, SECONDARY, PUNITIVE, SPECIAL OR OTHER DAMAGES OR EXPENSES OF ANY NATURE WHATSOEVER AND HOWSOEVER ARISING, EVEN IF SCRS HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. END USER'S SOLE REMEDY FOR ANY BREACH OF WARRANTY BY SCRS SHALL BE LIMITED TO THE SPECIFIC WARRANTY REMEDIES DESCRIBED HEREIN. NOTHING CONTAINED IN THIS SECTION 7 SHALL ASSURE THAT THE FUNCTIONS CONTAINED IN THE LICENSED PRODUCT WILL MEET END USER'S REQUIREMENTS OR ASSURE THE UNINTERRUPTED OPERATION OF THE LICENSED PRODUCT OR THE END USER'S BUSINESS. SCRS' LIABILITY FOR DAMAGES TO END USER FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE LICENSE FEE FOR THE THEN CURRENT TERM OF THIS AGREEMENT.

8.5 This warranty allocates risks of product failure between End User and SCRS. SCRS' pricing for the License Product reflects this allocation of risk and the limitations of liability contained in this warranty. The warranties set forth above are in lieu of all other express warranties, whether oral or written, and the remedies set forth above are End User's sole and

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exclusive remedies. Accordingly, additional statements such as advertising or presentations, whether oral or written, do not constitute warranties by SCRS and should not be relied upon.

9. Termination: Immediately upon the Effective Date of termination of this Agreement, End User shall cease using the Licensed Product, erase the Licensed Product software from all computers, delete all SCRS documents and information pertaining thereto, and certify to SCRS in writing that the Licensed Product and all SCRS documents and information pertaining thereto have been deleted.

9.1 In addition to certain events of default previously identified herein, the following actions shall constitute a breach of the Agreement and shall allow SCRS to immediately terminate the Agreement: (i) any use or dissemination of the Licensed Product which is not expressly permitted herein; (ii) the appointment of a receiver to take possession of End User's assets or the institution of bankruptcy by or against End User; (iii) dissolution or discontinuance of business operations of End User; or (iv) failure to make timely payment to SCRS of the End User Fee. Upon termination of this Agreement by SCRS for any reason, End User shall not be entitled to any refund of any End User Fees.

10. General Provisions

10.1: This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes all prior discussions between them.

10.2 In the event of any litigation arising out of or related to any breach of this Agreement by End User, End User shall be

required to reimburse SCRS for all fees and costs incurred by it, including all reasonable attorneys' fees, in prosecuting or defending such litigation in the event that SCRS is successful or substantially successful in prosecuting or defending such litigation.

10.3 End User may not assign its rights or delegate its duties hereunder without first securing the written consent to do so from SCRS which may be withheld for any reason. For purposes of this section, the End User shall be deemed to have assigned this Agreement if there is, in the aggregate, a change of ownership of 25% or more of End User or a merger or combination of End User with another entity of business, whether End User is the surviving entity or not. Any such attempted conveyance shall be void and shall constitute a default entitling SCRS to immediately terminate this Agreement. SCRS may freely assign its rights hereunder without securing End User's permission to do so.

10.4 This Agreement has been entered into under the laws of the Delaware and the parties hereto agree that it shall be interpreted, and all disputes arising hereunder shall be resolved, in accordance with Delaware law, notwithstanding any conflict of law laws that may call for application of another jurisdiction's laws. All disputes arising hereunder shall be heard by a court of competent jurisdiction in Wilmington, Delaware.

10.5 Failure of SCRS to enforce, at any time, any term of this Agreement shall not be a waiver of SCRS' right thereafter to enforce each and every term of this Agreement.

10.6 In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this

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Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be extended for the period of delay or inability to perform due to such occurrence.

10.7 Nothing contained in this Agreement shall be deemed to constitute either Party as the agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

10.8 Each Party acknowledges that it has read and understands this Agreement, it has had an opportunity to have its legal counsel review this Agreement, and that the person executing on its behalf has the full authority to do so.

10.9 BLUEPRINT OPTIMIZATION TOOL, BOT, and SCRS are trademarks of SCRS. No right, license, or interest to use such trademarks are granted hereunder.

10.10 Except as otherwise expressly provided, all notices, consents, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email transmission with confirmation of receipt, or if mailed by certified mail, return receipt requested, with first class postage prepaid, addressed as follows:

To SCRS:

PO Box 3037
Mechanicsville, VA 23116
info@scrs.com

To End User:

As Identified on Order Page

EXHIBIT A

Licensed Product – The Blueprint Optimization Tool (in object code form only) and the Blueprint Optimization Tool Users’ Manual

Licensed Location and Number of Terminals as Identified on Order Page

Fees

Installation Fees –\$75 per location (regardless of the number of terminals at each location) payable upon acceptance of this Agreement. Such Installation Fee is nonrefundable even if End User terminates within thirty (30) days consistent with Par. 1 of Agreement.

Monthly License Fees – Payable monthly starting thirty days after acceptance of this Agreement.

SCRS Members - \$99 per month (includes one (1) terminal license).

\$21.75 per month for each additional terminal per location.

Non-SCRS Members - \$139 per month (includes one (1) terminal license).

\$29 per month for each additional terminal per location.

At the time of execution of the Agreement, End User shall provide SCRS’ designated third party credit card processor (the “Processor”) with credit card information such that the Processor may automatically process the above referenced fees. SCRS shall not hold or have access to such credit card information and End User hereby waives any and all claims for the Processors’ failure to maintain the confidentiality of such credit card information or any misuse of that information.

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