

Terms and Conditions for Purchase and Use of Applus S-Type Device

You (hereinafter, "Customer") hereby agree to purchase a S-Type device from Applus Technologies, Inc. ("Applus") in accordance with these Terms and Conditions.

Payment. Payment for all products under these Terms and Conditions shall be made at the time of order. Customer shall pay all applicable sales tax, installation and shipping charges.

Availability. Customer agrees that the Device is subject to availability. Applus may cancel any order or any part of an order without cause at any time and without penalty.

Delivery. The Device will be shipped to Customer F.O.B. Destination. Shipping will be prepaid and added to the total cost of the Device. Applus assumes no liability for loss, damage or consequential damage due to delays. Delivery shall occur and risk of loss shall pass to Customer upon delivery of the products to the FOB point.

DEQ Approval Required. Customer agrees that it must be authorized by the State of Oregon's Department of Environmental Quality ("DEQ") to perform vehicle emissions inspections under the DEQ Too™ program (the "DEQ Too Program" or "Program").

If Customer is a Host as defined in DEQ's program participation Terms and Conditions, Host agrees to implement a method satisfactory to Applus and DEQ to ensure that motorists have voluntarily agreed that the Device will send OBD data to DEQ on their behalf.

Pricing. To participate in the Program, Customer agrees to pay the following:

Device Purchase Price. \$0.00 per unit. Upon ordering the equipment from Applus' website, the Customer shall pay the applicable shipping charges shown on the website.

Annual License and Maintenance Fee. This fee is payable each year, beginning on the first anniversary of the original purchase date and annually thereafter. The fee is based upon use of the Device during the previous twelve months:

- \$ 1.00 per data transmission up to 1,500 transmissions*
- \$ FREE for the 1,501st data transmission and beyond

* Customer may ask Applus for a copy of transmissions by date. Multiple data transmissions from the same VIN during a year are counted as one transmission. A minimum \$150.00 annual License and Maintenance Fee is required.

If Customer fails to make any payment when due, Applus may, in its own discretion, lock out and/or otherwise disable the Device. Customer understands that these are Applus' prices for purchase and use of the Device, that DEQ does not require or set these prices, and no proceeds from the payments made by Customer shall go to DEQ.

Compliance with Applicable Laws, Rules, and Regulations. Customer shall comply with all applicable laws, rules and regulations pertaining to the use of the Device and participation in the DEQ Too Program. Customer's failure to comply with such laws, rules, and regulations shall result in the immediate disabling or lockout of the Device by Applus.

Software. (a) Customer acknowledges that the Device includes embedded computer software ("Software") and related technology which Applus, its affiliates or suppliers owns or licenses. During the term of these Terms and Conditions and upon full satisfaction of payment, Customer shall be granted a non-transferable, royalty-free license to use the Software in object code form only, the cost of which shall be included in the Maintenance and License Fee described below. The foregoing license is limited to the use of any Device containing the Software only in the manner authorized by Applus. Customer may not sublicense the Software to any other entity nor assign its license rights. Nothing contained herein shall cause Customer to acquire any right, title, or interest in the Software anywhere in the world, except as authorized herein. (b) This license shall continue until Customer terminates its participation in the DEQ Too Program or if Customer fails to make any payment to Applus when due. Removal of the Software, service by any unauthorized person, use of the Software on any product other than that for which it was obtained or authorized, termination of these Terms and Conditions by Customer or Applus, or any breach of this license by Customer shall automatically terminate this license.

Warranty. Applus warrants each new Applus® product purchased pursuant to these Terms and Conditions to be free of defective material and workmanship under proper use and service, in accordance with the terms of the warranty statement published by Applus in effect at the time of acquisition of the product for ninety (90) days following Customer's purchase. Except as specifically provided in a written warranty statement provided with the products, APPLUS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. APPLUS SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Customer acknowledges and agrees that the limited remedies provided for in Applus' published warranty statements for the products shall constitute the entire warranty provided for the products and any breach thereof.

Training. Applus will include an operating manual in the Device package. The operating manual will include the content required by DEQ.

Service. Applus will provide maintenance service for the Device during the term of these Terms and Conditions. The service shall include repair or replacement of the Device due to malfunction resulting from defects under proper use and service but shall not cover failures due to abuse, misuse, or neglect by Customer or its agents.

Returns. The Device Package shall not be returned to Applus without its written consent. Only defective product accompanied by a Return Merchandise Authorization

shall be accepted by Applus for return. Applus' sole responsibility to Customer shall be to replace the defective component at no charge to Customer.

Indemnification. Customer shall bear all risk of theft, loss, or damage not caused by Applus or authorized Applus dealers, for all products acquired pursuant to these Terms and Conditions. Customer agrees to indemnify, defend, and hold Applus, its officers, directors, employees and agents, harmless from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the Device or its components or the items sold with the Device, including but not limited to liabilities arising from bodily injury including death, or property damage to any person, unless caused as the result of the gross negligence or willful act of Applus or an authorized Applus dealer.

Dispute Resolution And Agreement For Arbitration. Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, both Customer and Applus agree that any controversy, claim, action, or dispute in any way related to Customer's current use of Applus' website and/or current purchase from Applus (a "Dispute") will be resolved by this dispute resolution procedure and arbitration agreement ("Agreement").

Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to settle that Dispute by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or offer to settle the Dispute. Notice shall be sent

(1) to Applus by first class or registered mail at Applus Technologies, Inc., 3225 Gateway Road, Suite 450 Suite 450, Brookfield, WI 53045 Attn: Legal Department or by email to legal@applustech.com

(2) to Customer by first class or registered mail at Customer's last-used billing address or the billing address in Customer's online profile or to Customer's email address in Customer's online profile.

Both Customer and Applus agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Scope of Arbitration Agreement. To the extent the parties cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved through binding individual arbitration. Accordingly, Customer and Applus agree to give up the right to go to court to assert or defend rights under this Agreement and with respect to any Dispute. Customer and Applus expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this Agreement.

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879.

In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA's applicable rules. Applus also waives its own right to seek attorneys' fees and costs in arbitration. Arbitration will be conducted in Chicago, IL or another mutually agreed location.

Waiver of Right to Bring Class Actions and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to Customer and shall not affect any other customer. You and Applus agree that each may bring claims against the other in arbitration only in Customer's or Applus' respective individual capacities and in so doing Customer and Applus hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member) to the extent it involves covered Disputes, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind to the extent it involves covered Disputes. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

Other Terms. This Agreement shall be governed by, and interpreted, construed, and enforced in accordance with the Federal Arbitration Act and, where applicable, the law of the State of Illinois. The terms of this Agreement shall survive after Customer's relationship with Applus and/or use of Applus' websites or other services and products ends. Except as set forth above, if any portion of this Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Agreement.

Customer's Decision To Enter This Agreement. Applus believes that individual arbitration provides a superior way to resolve disputes with its customers compared to litigation in court. According to the AAA, "Arbitration is usually faster and cheaper than going to court." <http://tinyurl.com/h5k2vsc>. Entering into this Agreement, however, is strictly voluntary and Customer's view regarding the costs and benefits of arbitration may differ from Applus'. As a result, Customer should make its own independent judgment whether to enter into this Agreement. To avoid any potential conflict of interest, none of Applus' employees are authorized to provide Customer advice regarding whether to enter into this Agreement. Customer should make that independent decision itself and based on the advice of its own advisors or counsel if Customer so chooses.

Assignment. Customer shall not assign its rights and/or obligations under these Terms and Conditions without the prior written consent of Applus, which consent shall not be unreasonably withheld.

Force Majeure. Neither party shall be responsible for delays or failure in performance of these Terms and Conditions (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

Consent to Be Bound. Customer agrees that by clicking “I Agree” on these Terms and Conditions and/or placing an order for a Device, Customer hereby consents to be bound as if it were an original signature. Placement of any orders or the transaction of any business by electronic medium shall be subject to the terms of these Terms and Conditions.

Non-Exclusive Provider. Applus does not have an exclusive arrangement with Oregon DEQ to provide the Device or this service and DEQ does not endorse Applus over any other telematics provider.

Severability. If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions.