



Audatex North America, Inc.
15030 Avenue of Science, Suite 100
San Diego, CA 92128

AutoWatch® Services – Terms and Conditions
No.

The following AutoWatch Services - Terms and Conditions shall govern the Pricing Schedule entered into by and between Audatex North America, Inc. ("Audatex") and Client:

1. **GRANT OF LICENSE.** Subject to Client's continued payment of the fees due in the Pricing Schedule, Audatex grants Client a limited, non-exclusive and non-transferable license to provide AutoWatch on Client's website.
2. **SERVICES.**
 - A. **During the term of the Pricing Schedule, Audatex will provide the following:**
 - 1) Enabling Client's repair customers to check the progress of their vehicle repair by viewing photographs over the Internet;
 - 2) Posted daily vehicle repair updates;
 - 3) Posted daily messages with each vehicle as provided by Client with daily photos;
 - 4) The ability for Client to adjust and/or change messages for each posted vehicle;
 - 5) The ability for Client to post banner ads on the web site; and
 - 6) Technical support.
 - B. **If Web Site Design and Hosting is checked on the Pricing Schedule, Audatex will provide Client with the initial custom development of a web site for Client's use, including providing a domain name and a web site server. Some of the features include:**
 - 1) Formatting for Client's ability to print customer cards containing information regarding the web site and tag number;
 - 2) The following additional features are included:
 - a. Designing format of and inputting textual descriptions/directions on Client's web site;
 - b. E-mail accounts for the Client's customer service advisors;
 - c. Web site design, enabling a virtual tour of the Client's facilities; and
 - d. Setting up an on-line in-process customer survey.
 - 3) At Client's request, Audatex will provide statistics regarding activity on the web site.
 - 4) Audatex will make minor changes to text or format of the web site at Client's request;
 - C. Audatex does not provide any assistance relating to interruptions, delays, disconnections or other errors involving Client's telecommunications or cable line provider or Client's connection to the Internet.
3. **CLIENT'S RESPONSIBILITIES.** Client shall have the following responsibilities:
 - A. Client shall provide Audatex with daily, up-to-date digital pictures of its Customer's vehicles;
 - B. If Web Site Design and Hosting is checked above, Client shall
 - 1) Provide Audatex with pre-approved text to be displayed on the web site;
 - 2) Request in writing any desired changes to the text or format of the web site; and
 - 3) Notify Audatex as soon as reasonably possible of any technical difficulties experienced in connection with the web site.
 - C. Client shall be responsible for procurement, installation, and use of communications lines and equipment to enable Client to use AutoWatch.
4. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**
 - A. **AUDATEX MAKES NO WARRANTIES OF ANY KIND. THERE ARE NO EXPRESS OR IMPLIED OR STATUTORY WARRANTIES RELATING TO AUTOWATCH, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
 - B. **AUDATEX WILL NOT BE LIABLE TO CLIENT FOR OR DUE TO UNFORSEEABLE AND REASONABLY UNPREVENTABLE: INTERRUPTIONS OR DEGRADATIONS OF SERVICES, LACK OF INTERNET CAPACITY, DEFICIENCIES OR INSTABILITY OF INTERNET SYSTEMS AND SERVICES PROVIDERS, OR INTERCEPTION OF DATA THROUGH THE INTERNET BY THIRD PARTIES.**
 - C. **IN NO EVENT WILL AUDATEX BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CLIENT MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS PRICING SCHEDULE, EVEN IF AUDATEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
 - D. Audatex's sole liability under the Pricing Schedule for money damages resulting from claims made by Client or any third party arising from or related to any and all causes shall be limited to the lesser of: (i) the amount of actual damages incurred by Client; or (ii) an amount which will not exceed three (3) months average total monthly charges paid by Client for the particular service as to which Client's claim relates during the twelve (12) months preceding the month in which the damage or injury is alleged to have occurred, or such lesser number of months if Client has not received twelve (12) months Access and use of the Products. Such damages shall be the full extent of Audatex's monetary liability under the Pricing Schedule regardless of the form in which any such legal or equitable claim or action may be asserted against Audatex and shall constitute Client's sole monetary remedy.

5. MISCELLANEOUS

- A. Client has not been induced to enter into this Pricing Schedule by any representation or warranty not set forth in this Pricing Schedule. This Pricing Schedule contains the entire Pricing Schedule of the parties with respect to its subject matter and supersedes all existing Pricing Schedules and all other oral, written or other communications between them concerning its subject matter. This Pricing Schedule shall not be modified in any way except by a writing signed by both parties.
- D. If any provision of the Pricing Schedule (or portion thereof) is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Pricing Schedule shall not in any way be affected or impaired thereby.
- E. The headings in this Pricing Schedule are intended for convenience of reference and shall not affect its interpretation.
- F. The individuals entering into this Pricing Schedule on behalf of Audatex and Client do each hereby represent and warrant that they are duly authorized by all necessary action to enter into this Pricing Schedule on behalf of their respective principals.
- G. All notices shall be in writing and shall be forwarded by registered or certified mail and sent to Audatex and Client at the addresses set forth on the first page of this Pricing Schedule or to any other address designated in writing hereafter. Any notice to Audatex shall be sent Attention: President, and shall include a copy to the Legal Department, Attention: General Counsel.
- H. This Pricing Schedule shall be governed by, and construed in accordance with, the laws of the State of California, other than that state's choice-of-law rules. All disputes and matters whatsoever arising under, in connection with or incident to this Pricing Schedule shall be litigated, if at all, in and before the Superior Court of California for San Diego County.