



AUTOHOUSE – END USER LICENSE and DATA USAGE AGREEMENT

AGREEMENT made this _____ day of _____, 2009, between AutoHouse Technologies Inc. (AUTOHOUSE) having its principal place of business at 3657 West 3rd Avenue, Vancouver British Columbia Canada V6R 1M1 and _____ (LICENSEE), having its principal place of business at _____.

1.0 GRANT OF LICENSE

It is hereby agreed that subject to the terms and conditions of this AGREEMENT, AUTOHOUSE grants to LICENSEE a non-transferable and non-exclusive right to use the MODULES and DOCUMENTATION as described in this section AUTOHOUSE ACTIVE MODULES” and exclusively for the purpose of LICENSEE. Unless either party notifies the other, prior to the last day of the then current month, of its election to allow this Agreement to expire this agreement shall be renewed for successive one (1) month terms.

AUTOHOUSE ACTIVE MODULES	Product Code	Qty.	MODULE PRICE
generis Daily Dashboard for ABS	GENABSDASH	1	\$ 139.00 per month

2.0 SCOPE OF LICENSE

For the AUTOHOUSE MODULES the rights granted herein authorizes the LICENSEE to use one copy, per SITE noted above, of the MODULE under the terms and conditions of this agreement. Use at any additional location, or use of any additional MODULES, will require an additional License and are subject to the appropriate fees in effect at that time.

3.0 RESPONSIBILITIES OF LICENSEE

- 3.1 LICENSEE acknowledges that the MODULES and the DOCUMENTATION are the confidential and proprietary information of AUTOHOUSE and thus constitute AUTOHOUSE’s trade secrets. Therefore, LICENSEE agrees that during and after the term of this Agreement, it shall keep the MODULES and the DOCUMENTATION strictly confidential and shall not disclose the contents of the MODULES or the DOCUMENTATION to any person other than LICENSEE’s employees or contracted third parties who have a need to know such information **PROVIDED THAT** this provision shall not apply to information or data which is in or enters into the public domain or which was lawfully in possession of the LICENSEE prior to the date of this AGREEMENT other than through communication by AUTOHOUSE.
- 3.2 LICENSEE agrees that during and after the term of this AGREEMENT it shall not copy or otherwise provide or make available for use or copying the MODULES or any portion thereof other than as provided for herein. Neither shall any copies of the MODULES, associated forms, or DOCUMENTATIO be made without the express written permission of AUTOHOUSE. LICENSEE shall indemnify and hold harmless AUTOHOUSE for any loss, cost, or expense (including attorney’s fees) arising from LICENSEE’s breach of this provision.
- 3.3 LICENSEE shall take all reasonable steps to prevent the unauthorized use of the MODULES and shall immediately notify AUTOHOUSE of any information from any source indicating any such unauthorized use.
- 3.4 LICENSEE shall not modify, compile or reverse engineer the MODULES or incorporate the MODULES with any other software without prior written consent of AUTOHOUSE.
- 3.5 LICENSEE acknowledges that the breach or threatened breach by LICENSEE of its responsibilities under subparagraphs (3.1) through (3.4) hereof shall cause AUTOHOUSE irreparable harm for which AUTOHOUSE shall have no adequate remedy at law. Therefore, LICENSEE acknowledges that AUTOHOUSE shall be entitled to equitable relief to enjoin any such breach or threatened breach, together with its reasonable attorneys’ fees incurred in enforcing its rights hereunder.
- 3.6 LICENSEE shall not use the MODULES to provide service bureau, time-sharing or other computer services to third parties.
- 3.7 LICENSEE shall indemnify and hold AUTOHOUSE harmless from and against any claims, actions, liabilities, costs and demands, including reasonable attorneys’ fees, arising out of or related to LICENSEE’s development or use of DEVELOPED APPLICATIONS.

4.0 DATA USAGE

- 4.1** LICENSEE acknowledges that the AUTOHOUSE MODULES will provide “**identified format data**”, stating LICENSEE’S name and other identifiable information to named third parties **only under the written instructions from LICENSEE.**
- 4.2** LICENSEE grants AUTOHOUSE the right to utilize its Data in “**de-identified format**” for, but not limited to, industry benchmarking and warrants that it has all rights necessary to provide such Data to AUTOHOUSE.
- 4.3 MITCHELL INTERNATIONAL ABS and/or MITCHELL INTERNATIONAL ABSe AUTHORIZED END USERS**
For ABS and ABSe customers, the AUTOHOUSE MODULES incorporate MITCHELL INTERNATIONAL’S ABS and /or ABSe API (Application Program Interface) . In connection with your use of the ABS and/or ABSe API, you agree as follows:
- 4.3.1** You understand that you must be a current Mitchell Customer under written contract with Mitchell as of the effective date of the AutoHouse End User License Agreement in order to have the right to use the AUTOHOUSE MODULES with ABS and/or ABSe;
- 4.3.2** this AGREEMENT will automatically terminate in the event that you, the LICENSEE , either ceases to be under written contract for ABS, or ABSe, as applicable, and/or support and maintenance for ABS or ABSe, as applicable, with Mitchell or is delinquent in payment to Mitchell for ABS support, ABSe support and/or its ABSe monthly subscription, as applicable; and
- 4.3.3** LICENSEE grants AutoHouse the right to provide the data contained within ABS and/or ABSe to Mitchell in de-identified format and warrants that it has all rights necessary to provide such data to Mitchell.

LICENSEE acknowledges that failure to meet the above terms and conditions will result in the disablement of the AUTOHOUSE MODULES.

5.0 COPYRIGHT AND PATENT

AUTOHOUSE warrants that it possesses the right to maintain, sell and distribute the MODULES and that it has full power and authority to grant the rights herein granted without the consent of any other person and warrants that neither the licensed material nor any portion thereof nor the use thereof does or will violate or infringe upon any patent, copyright, trade secret or other property of any other person and will indemnify and hold harmless the LICENSEE from and against any loss, cost, liability and expense arising out of or related to any claims that AUTOHOUSE is not so empowered and authorized to grant such rights provided LICENSEE promptly notifies AUTOHOUSE and cooperates fully with AUTOHOUSE in the defense of any such claim.

6.0 TERMINATION

- 6.1** LICENSEE’S rights to use the MODULES and the DOCUMENTATION shall terminate:
- 6.1.1** immediately, should LICENSEE breach its obligations under this AGREEMENT with respect to confidentiality and unauthorized use of the MODULES or the DOCUMENTATION;
- 6.1.2** should LICENSEE be in default in any other respect hereunder after 30 days of written notice of such default, provided that the defaulting party shall have a reasonable opportunity to cure said default or
- 6.1.3** upon the bankruptcy, insolvency, or involuntary dissolution of LICENSEE. Upon termination for any cause, LICENSEE shall immediately delete the MODULES from LICENSEE’S workstations and servers, return to AUTOHOUSE or destroy all copies of the MODULES and the DOCUMENTATION.

7.0 DEFINITIONS

- 7.1** The following definitions are applicable to this AGREEMENT:
- 7.1.1** “MODULES” shall mean the computer programs that are the subject of this AGREEMENT and includes any updated program or portion thereof hereinafter furnished to the LICENSEE by AUTOHOUSE in connection with the MODULES.
- 7.1.2** “SITE” shall mean the actual location of the facility where the MODULES are installed.

7.1.3 "DOCUMENTATION" shall mean the User and/or Technical and/or Auxiliary manuals delivered with the MODULES.

7.1.4 "DEVELOPED APPLICATIONS" shall mean any computer program developed by LICENSEE using the MODULES.

8.0 GENERAL

8.1 The LICENSEE agrees that this AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this AGREEMENT. A judicial or administrative declaration on the invalidity of any one or more of the provisions of this Agreement shall not invalidate the remaining provisions of this Agreement.

8.2 This AGREEMENT shall be governed by and construed according to the Laws of the Province of British Columbia, Canada, and LICENSEE hereby consents to the jurisdiction and venue of the courts in the Province of British Columbia, Canada.

8.3 THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY AUTOHOUSE AND SIGNED FOR AND ON BEHALF OF THE LICENSEE.

Accepted by AUTOHOUSE:

Signed for on behalf of LICENSEE:

Authorized Signature **Date**

Authorized Signature **Date**

Please Print Name **Title**

Please Print Name **Title**

Please fax signed agreement to AutoHouse Technologies Inc. @ **(604) 648-9554**