

## **DEALER AGREEMENT**

This Agreement is between NOBEL Computer Systems, Inc. ("NOBEL") and the subscribing dealer ("Dealer"), and establishes the terms and conditions for the Dealer's use of *VINSmart™*, NOBEL's proprietary system for purchasing reports on vehicle history. NOBEL will provide the Dealer with NMVTIS (National Motor Vehicle Title Information System) Vehicle History Reports ("Product") for resale as specified in this Agreement.

### **1. Payment & Fees**

- a) NOBEL grants the Dealer the right to purchase wholesale quantities of the Product for use or resale (in accordance with the annexed fee schedule).
- b) The Dealer prepays report credits, with the cost of each purchase dependent on the quantity of that purchase. Credits do not expire.
- c) NOBEL reserves to the right to charge any transaction fees, taxes, and other fees to cover the cost associated with the Product.
- d) Payments sent to NOBEL are non-refundable with the following exceptions: (i) unused credits can be refunded within 30 days of payment, (ii) accidental payment, (iii) as agreed upon by a representative of NOBEL in writing.
- e) Pricing is subject to change without advanced notice, at which time both parties will have the option to reimburse payments for any unused balance of credits.

### **2. NMVTIS Requirements**

- a) To ensure adequate technical and marketing support to end users, eligibility for the Dealer to begin marketing and reselling the Product to the public is subject to testing, audit, and approval by NOBEL and the American Association of Motor Vehicle Administrators ("AAMVA").
- b) The Dealer agrees that any agreements that it may enter into with vendors or partners relating to providing NMVTIS Consumer Access, shall include a provision in which such vendors or partners would also be subject to audit by representatives of AAMVA.
- c) The Dealer shall have no ownership rights to any NMVTIS data except to the extent that the Dealer obtains separate authorization.
- d) The Dealer agrees to prominently disclose to all eligible users the NMVTIS Consumer Access Disclaimer (including such modifications to this disclaimer as are furnished).

### 3. Relationships

- a) The Dealer is an independent contractor engaged in purchasing NOBEL products for its own use or for resale to its customers. The Dealer is not an agent or legal representative of NOBEL for any purpose, and has no authority to act for, bind, or commit NOBEL.
- b) The Dealer has no authority to make any commitment on behalf of NOBEL with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications.
- c) The Dealer will not represent itself in any way that implies the Dealer is an agent or branch of NOBEL. The Dealer will immediately discontinue any representation or business practice found to be misleading or deceptive by NOBEL upon notice.

### 4. Term, Limitations, Termination

- a) This Agreement is effective as of acceptance and shall continue in force until terminated by the Dealer or NOBEL as provided in this Agreement.
- b) NOBEL or the Dealer may terminate this Agreement without cause at any time upon written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.
- c) NOBEL may give the Dealer written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement within 7 days from the date of the notice, unless otherwise specified in the notice.

### 5. Product Changes

- a) NOBEL does not represent that it will continue to provide any particular product or service indefinitely or even for any specific period. NOBEL specifically reserves the right to modify any of the specifications or characteristics of its products, to remove any product from the market, and/or to cease providing or supporting it.
- b) The Dealer is encouraged to advertise and promote the sales of NOBEL products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, web advertising, etc. NOBEL must approve all such materials that use NOBEL's name or trademarks.

## 6. Limitation of Liability

- a) Under no circumstances, including any infringement claims, shall NOBEL be liable to the Dealer or any other party for any re-procurement costs, lost revenue or profits or for any other special, incidental or consequential damages, even if NOBEL has been informed of such potential loss or damage.
- b) The Dealer does hereby indemnify, defend, and hold harmless NOBEL, its officers, directors, employees, agents and independent contractors with respect to any liability, claim or loss, whether alleged by the Dealer, any customer of the Dealer, or any third party, arising in connection with information from NMVTIS. This indemnification shall survive the termination of this Agreement.
- c) Neither NOBEL nor the Dealer shall have any liability to any party by reason of any delay or failure to perform any obligation or event occasioned by any act of God, force majeure, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, equipment failure, riot, national emergency, act of government, act of public enemy, mechanical or technical failure or other causes of similar or dissimilar nature beyond its or their control.

## 7. Use of NOBEL Trademarks

- a) The Dealer acknowledges the following: (a) NOBEL owns all right, title and interest in the NOBEL's names and logotypes. (b) The Dealer will acquire no interest in any such trademarks or trade names by virtue of this Agreement, its activities under it, or any relationship with NOBEL.
- b) During the term of this Agreement, the Dealer may indicate to the public that it is an "Authorized Dealer" of the NOBEL products. The Dealer may also use the NOBEL trademarks and trade names to promote and solicit sales or licensing of NOBEL products if done so in strict accordance with NOBEL's approval.
- c) At the termination of this Agreement, the Dealer shall immediately discontinue any use of the Product and NOBEL names or trademarks.

## 8. Proprietary Information

- a) NOBEL and the Dealer shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five years beyond the termination of this Agreement.

- b) This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to NOBEL.

#### 10. Compliance with Laws

The Dealer agrees to comply with all laws and regulations that are applicable to the business that Dealer transacts. The Dealer agrees to indemnify and hold NOBEL harmless for all liability or damages caused by the Dealer's failure to comply with the terms of this provision.

#### 11. General

- a) No delay or failure by either party in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder.
- b) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to choice of law principles.
- c) Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in New Jersey.
- d) NOBEL reserves all rights not specifically granted to Dealer hereunder.
- e) The terms and conditions stated herein shall constitute the complete and exclusive statement of the terms hereof, and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives. No statement in writing subsequent to the date hereof purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing signed by duly authorized representatives of NOBEL and the Dealer in a document making specific reference to this Agreement.