

Technology Product Subscription Form

COMPANY INFORMATION		
Company Name:		
Billing Contact:		
Billing Address:		
City:	State/Province:	Zip:
Country:		
Phone:	Fax:	
Website:	Email:	
PAYMENT INFORMATION		
Amount Paid: \$		
<input type="checkbox"/> Check enclosed. Charge to: <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> AmEx		
Name:		
Account #:		
CVV2:	Exp. Date:	
Authorized Signature:	Date:	
Officer Name (Printed):		
Officer Title:		

* Note: Failure to complete all required information may slow the processing of your request and subsequent access to the requested product.

- I ACCEPT.** I confirm that I have read the terms and conditions of the agreement, that I understand them and that I agree to be bound by all of the terms and conditions.
- I REJECT.** I have read and understand the terms and conditions of the agreement and am not granted permission by Auto Care Association to install, access, or otherwise use any Auto Care licensed property. I will promptly return and/or delete any materials related to the Auto Care licensed property that I have received from Auto Care or that I have in my possession.

PLEASE RETURN PAGE 1 TO:

MAIL: Auto Care Association
7101 Wisconsin Ave., Suite 1300, Bethesda, MD 20814

FAX: 301-654-3299, Attn: Technology

EMAIL: techbilling@autocare.org

SUBMIT

 [VCdb]		
Light Duty & Power Sports		
Revenue Range	Member	Non-member
\$0 - \$5M	<input type="checkbox"/> \$3,218	<input type="checkbox"/> \$7,021
\$5M - \$50M	<input type="checkbox"/> \$4,451	<input type="checkbox"/> \$9,710
\$50M - \$1B	<input type="checkbox"/> \$5,135	<input type="checkbox"/> \$11,204
\$1B+	<input type="checkbox"/> \$6,847	<input type="checkbox"/> \$14,939
Medium/Heavy Truck		
Revenue Range	Member	Non-member
\$0 - \$5M	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$4,400
\$5M - \$50M	<input type="checkbox"/> \$4,100	<input type="checkbox"/> \$6,200
\$50M - \$1B	<input type="checkbox"/> \$4,800	<input type="checkbox"/> \$7,200
\$1B+	<input type="checkbox"/> \$5,700	<input type="checkbox"/> \$8,550
Off-Highway and Equipment		
Revenue Range	Member	Non-member
\$0 - \$5M	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$4,400
\$5M - \$50M	<input type="checkbox"/> \$4,100	<input type="checkbox"/> \$6,200
\$50M - \$1B	<input type="checkbox"/> \$4,800	<input type="checkbox"/> \$7,200
\$1B+	<input type="checkbox"/> \$5,700	<input type="checkbox"/> \$8,550
 [PAdb]		
Revenue Range	Member	Non-member
\$0 - \$5M	<input type="checkbox"/> \$1,100	<input type="checkbox"/> \$2,300
\$5M - \$50M	<input type="checkbox"/> \$1,575	<input type="checkbox"/> \$4,500
\$50M - \$1B	<input type="checkbox"/> \$3,425	<input type="checkbox"/> \$10,000
\$1B+	<input type="checkbox"/> \$5,500	<input type="checkbox"/> \$15,950
		
	Member	Non-member
Inspection Server	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$4,500
Shop Management Server	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$7,500

Technology Product License Agreement

IMPORTANT – Read carefully before downloading, copying, installing or using the databases for this Subscription. You may not access or use the databases to which this applies unless you agree to all of the terms and conditions of this Subscription License Agreement.

BY CLICKING “I ACCEPT” AT THE END OF THIS AGREEMENT OR BY INSTALLING, ACCESSING, OR USING ANY PART OF THE ACA LICENSED PROPERTY (AS DEFINED BELOW), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AND YOUR EMPLOYEES AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS.

This Subscription License Agreement is a legal and binding agreement between Auto Care Association (“ACA”) and the Subscriber entity by whom you are employed or whom you represent, or if you do not designate an entity in connection with a Subscription purchase or renewal, you individually, (the “Subscriber”) regarding the use of the ACA Licensed Property (as defined below). It consists of the terms and conditions below, as well as the Application for Subscription for Non-Software Developers (together, the “Agreement”) regarding the ACA Licensed Property. The Agreement is effective on the date ACA provides you with Confirmation of your Subscription to the ACA Licensed Property or the date on which your Subscription is renewed, as applicable. ACA reserves the right to verify eligibility of the Subscriber at any time and suspend access to the ACA Licensed Property if eligibility requirements are not met.

1. DEFINITIONS.

“ACA” means Auto Care Association.

“ACA Licensed Property” means the Vehicle Configuration Database offered under the ACES™ trademark (“ACES™ database”) and the Product Classification Database offered under the PIES™ trademark (“PIES™ database”) located at the URL www.autocarevip.com.

“ACA Marks” means the ACES™ and PIES™ trademarks.

“ACA Member” means an entity or individual that is a member of ACA in good standing and that maintains membership with ACA throughout the Term of this Agreement.

“Application” means the Application form submitted by or on behalf of the Subscriber to request access to the ACA Licensed Property.

“Authorized Contractor” means an individual or entity that: (i) is engaged by the Subscriber to create Derivative Works of the ACA Licensed Property; and (ii) has executed a Limited Use License Agreement with ACA.

“Authorized User” means any individual or employee affiliated with the Subscriber.

“Confidential Information” means all non-public or proprietary information of ACA, whether disclosed or accessed in written, electronic, or other form or media, or that, by the nature of the circumstances surrounding the disclosure, ought to be treated as proprietary or confidential, including but not limited to: (i) all information concerning ACA’s Licensed Property or any of ACA’s products, services, finances, internal practices, technical information, inventions, business, ideas, methods, discoveries, trade secrets, designs, specifications, documentation, components, source code, object code, images, icons,

audiovisual components and objects, schematics, drawings, protocols, processes and other visual depictions, know-how and other Intellectual Property; and (ii) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are derived from, in whole or in part, any of the foregoing.

“Confirmation” means ACA’s written acceptance of the Subscriber’s Application form.

“Derivative Works” means: (i) any databases, software programs or applications, or other data compilations and copies thereof, which are developed by the Subscriber and which are based on or incorporate any part of the ACA Licensed Property, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the ACA Licensed Property may be recast, transformed or adapted; and (ii) all information, output, notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are derived from the ACA Licensed Property or the Derivative Works or any of the foregoing (in whole or in part).

“Effective Date” means the date ACA provides Subscriber with Confirmation of its subscription to the ACA Licensed Property or the date on which Subscriber’s subscription to the ACA Licensed Property is renewed.

“Intellectual Property” means all trade secrets, patents, trademarks (registered or unregistered, including any goodwill in such trademarks), service marks, tradenames, copyrights, database rights, design rights, Confidential information, and all other Intellectual Property rights that may subsist anywhere in the world.

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“Internal Business Use” means use of the ACA Licensed Property or the Derivative Works for use within the Subscriber’s business or organization by Authorized Users only, and expressly excludes commercial use.

“Proprietary Notice” means any proprietary notice or designation of ACA, including, but not limited, trademark notices, copyright notices, patent notices, ACES TM or PIES TM table identification numbers, or any other designation associated with the ACA Licensed Property.

“Receiver” means any Third Party that receives, directly or indirectly, information, output, notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are generated or derived from the Derivative Works or ACA Licensed Property (in whole or in part).

“Subscriber” means the corporate entity or, if not an entity, the individual named on the Application form.

“Term” means twelve (12) months from the Effective Date.

“Territory” means the states or countries the Subscriber is authorized to do business worldwide.

“Third Party” means any person or entity that is not a party to this Agreement, including clients, end users, contractors, and Receivers.

2. LICENSE.

2.1. License Grant.

Conditioned on Subscriber’s compliance with the terms and conditions of this Agreement (including, without limitation, Subscriber’s payment of applicable fees pursuant to Section 8 below), this Agreement provides Subscriber with a limited,

revocable, non-exclusive, non-transferrable, non-assignable license to: (i) access and use the ACA Licensed Property for Internal Business Use by Authorized Users only; (ii) create printouts of output from the ACA Licensed Property for Internal Business Use by Authorized Users only; and (iii) create Derivative Works by combining information, data records, files, or other materials (which do not already contain any information, materials, or data of ACA) with the ACA Licensed Property provided that any and all use of the ACA Licensed Property alone or in connection with the Derivative Works is by Authorized Users for Internal Business Use only and for the purposes of querying the ACA Licensed Property to identify a particular output and not for copying or otherwise making available the ACA Licensed Property or the Derivative Works, in whole or in part, to Third Parties. If the Subscriber hires a Third Party to create Derivative Works, then, prior to the commencement of work or services provided by the Third Party: (i) the Subscriber must disclose the name and contact information of the Third Party to ACA; (ii) provide ACA with a copy of the agreement between the Subscriber and the Third Party regarding the creation of the Derivative Works by the Third Party; (iii) the Third Party must be an Authorized Contractor by entering into a Limited Use License Agreement with ACA. Subscriber shall not use the ACA Licensed Property or the Derivative Works outside the scope of this license.

2.2. Distribution License.

Subject to the terms and conditions of this Agreement, ACA hereby grants to Subscriber, during the Term, and Subscriber hereby accepts, a limited, revocable, non-transferable, non-exclusive license and right, within the Territory, to distribute the ACA Licensed Property and the Derivative Works only to Authorized Users for Internal Business Use only under the terms of this Agreement. ACA reserves the right, at any time, to request a complete and accurate report setting forth the identity of all Autho-

rized Users of the ACA Licensed Property and the Derivative Works.

2.3. Restrictions. Except provided above, Subscriber may not modify, alter, comeingle, merge, translate, decompile, distribute, disassemble, reverse engineer, benchmark, broadcast, transmit, reproduce, attempt to examine the source code for, publish, license, sub-license, transfer, sell, resell, exploit, rent, timeshare, outsource, provide on a service bureau basis, lease, grant a security interest in, transfer any right(s) in, or otherwise use in any manner not expressly permitted herein, the ACA Licensed Property, the Derivative Works, or any part thereof. In addition, Subscriber may not remove or alter any Proprietary Notice on the ACA Licensed Property or the Derivative Works. All rights not expressly granted to Subscriber herein are hereby reserved by ACA, and Subscriber expressly acknowledges and agrees that other than to the extent expressly permitted under Sections 2.1 and 2.2, nothing herein allows the Subscriber to distribute or provide the ACA Licensed Property or the Derivative Works to Third Parties that are not Authorized Users.

3. ACA TRADEMARKS.

3.1. Restrictions.

Subscriber shall not use the ACA Marks or any of ACA’s trademarks in any manner without ACA’s written consent. Subscriber shall not use the ACA Marks (i) in connection with the advertising, promotion, marketing or distribution of any goods, services, products, software, technologies, or the Derivative Works; (ii) as part of the Subscriber’s corporate or trade name or any domain name; (iii) in any way that is likely to cause confusion, mistake, or deception; (iv) in any way that may dilute, tarnish, or otherwise diminish the ACA’s Marks distinctiveness, or jeopardize the reputation of or goodwill associated with the ACA Marks or the validity or ACA’s ownership of the ACA Marks or the registrations therein; or (iv) to directly or indirectly engage in any unfair,

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unethical, misleading, or deceptive acts or practices that are or might be detrimental to the public or the goodwill or reputation of ACA, the ACA's Licensed Property, ACA's products, services, or Intellectual Property, including any dissemination, display, or use of any false, misleading or deceptive representations, depictions, or materials for or in connection with any advertising, promotion, marketing, or in connection with the Derivative Works. ACA reserves the right, at any time, and without notice, to terminate this Agreement for any reason, or to modify, suspend, terminate, or interrupt operation of or access to the ACA Licensed Property, or any portion thereof, for any reason or to protect the ACA Licensed Property, ACA's Intellectual Property, rights or business, and ACA's trademarks and ACA Marks.

3.2. Subscriber shall not use, register, or attempt to register in any jurisdiction any trademark, service mark, or trade name that is identical to or confusingly similar to any of ACA's trademarks. If Subscriber acquires any rights in any mark that is identical or confusingly similar to any of ACA trademarks, by operation of law or otherwise, Subscriber shall and does hereby assign, at no additional cost, all such rights to ACA and its successors, together with all associated goodwill in and applications and registrations for such mark.

4. USER OBLIGATIONS.

By installing, accessing, or using the ACA Licensed Property in order to view any information and materials, Subscriber represents that the person agreeing to this Agreement is at least eighteen (18) years of age and will, at all times, provide true, accurate, current, and complete information when submitting information or materials in connection with Subscriber's use of the ACA Licensed Property, including, without limitation, the information provided on Subscriber's Application submitted on behalf of the Subscriber by whom you are employed and represent or named on

the Application form. You represent that you are authorized to bind and accept this Agreement on behalf of the Subscriber. If you provide any false, inaccurate, untrue, or incomplete information, ACA reserves the right to immediately terminate Subscriber's access and use of the ACA Licensed Property. By downloading, accessing, and/or using the ACA Licensed Property, you also represent that Subscriber agrees to abide by all applicable laws and regulations with respect to Subscriber's use of the ACA Licensed Property and that such use will not be for any unfair, harassment, or deceptive purposes. ACA assumes no responsibility or liability for any claims that may result directly or indirectly from any communications or interactions Subscriber engages in by using the ACA Licensed Property.

5. AUDIT RIGHTS.

Subscriber agrees to maintain complete and accurate records of all Authorized Users with access to the ACA Licensed Property or the Derivative Works. ACA has the right to inspect or audit these records to verify statements of Subscriber and verify that all users of the ACA Licensed Property or the Derivative Works are Authorized Users as defined in Section 2.2. Within seven (7) days of receiving ACA's written request, Subscriber will provide a full and accurate report that identifies all users with access to the ACA Licensed Property or the Derivative Works. ACA reserves the right to suspend Subscriber's access to the ACA Licensed Property at any time for any reason or if Subscriber does not provide complete and accurate records identifying all users of the ACA Licensed Property or the Derivative Works.

6. USERNAME HANDLING POLICY.

Subscriber of the ACA Licensed Property requires both a username and a password (provided by ACA) and access privileges or rights with respect to the ACA Licensed Property shall be determined by ACA in ac-

cordance with this Agreement. Subscriber should consider its username and password as Confidential Information. Doing so insures that only the Subscriber will be able to access its account through the ACA Licensed Property. Accordingly, by using the ACA Licensed Property, Subscriber agrees to keep its username and password confidential. Subscriber also agrees not to use another Third Party's username and password. Subscriber will immediately notify ACA if it becomes aware of any loss or theft of Subscriber's password or any unauthorized use of its username and password. ACA cannot and will not be liable any loss or damage arising from Subscriber's failure to comply with these obligations. ACA reserves the right to delete or change a password at any time and for any reason. Subscriber shall insure that all Authorized Users with access to the ACA Licensed Property under this Agreement have reviewed the terms of this Agreement and have agreed, in writing, to abide by the terms of this Agreement.

7. OWNERSHIP.

ACA has and retains all ownership, right, title, and interest in and to the ACA Licensed Property, the Derivative Works, and all programs, software, databases, information, documentation, Confidential Information and Intellectual Property associated with the ACA Licensed Property and the Derivative Works. Subscriber has no ownership interest in the ACA Licensed Property or the Derivative Works. Subscriber's ownership rights, if any, are limited solely to Subscriber's information, data records, files, or other materials and which do not contain any information, materials, data, Confidential Information or Intellectual Property of ACA.

8. TERM; PAYMENT TERMS.

Subscriber acknowledges and agrees to pay the applicable fee(s) specified by ACA on the Application form for each year during

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the Term. Subscriber will only be eligible for member rates if it is an ACA Member during the Term. If Subscriber elects a subscription option available to ACA Members and Subscriber ceases to be an ACA Member at any time during the Term, Subscriber's subscription will automatically be converted to a non-member license only. Subscriber's subscription to the ACA Licensed Property may be automatically renewed after the Term by agreeing to ACA's current terms and conditions of the Subscription for Non-Software Developers and paying the applicable fees.

9. CONFIDENTIALITY.

Subscriber acknowledges and agrees that the ACA Licensed Property and/or the Derivative Works contains Confidential Information. Accordingly, Subscriber agrees to secure and protect the confidentiality of the Confidential Information in a manner consistent with the maintenance of ACA's rights therein, and employ at least the same degree of care as Subscriber uses to maintain its own confidential information of a similar nature, but in no event using less than reasonable efforts. Subscriber shall not, nor permit any Third Party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information, except as expressly authorized in this Agreement.

10. SECURITY.

Subscriber shall not, nor shall Subscriber permit any Third Party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by ACA for use of the ACA Licensed Property. ACA reserves the right at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to the ACA Licensed Property, or any portion thereof, in order to protect the ACA Licensed Property or ACA's rights or business. Subscriber will immediately notify ACA if it becomes aware of any unau-

thorized use of the ACA Licensed Property or the Derivative Works.

11. WARRANTY DISCLAIMER.

THE ACA LICENSED PROPERTY AND ANY ASSOCIATED INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS WELL AS ANY WARRANTY RELATED TO THE USE, OR THE RESULTS OF THE USE, OF THE ACA LICENSED PROPERTY IN TERMS OF AVAILABILITY, ACCURACY, SECURITY, RELIABILITY, OR OTHERWISE. ACA AND ITS THIRD PARTY LICENSORS DO NOT WARRANT THAT THE ACA LICENSED PROPERTY WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE AVAILABILITY, QUALITY, AND PERFORMANCE OF THE ACA LICENSED PROPERTY IS WITH SUBSCRIBER.

12. LIMITATION OF LIABILITY.

ACA SHALL NOT BE LIABLE FOR ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND ACA'S CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES, OR NATURAL DISASTERS, STRIKES, OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. MOREOVER, SUBSCRIBER AGREES THAT IN NO EVENT SHALL ACA BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING

OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE ACA LICENSED PROPERTY OR DERIVATIVE WORKS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ACA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF ACA OR ITS THIRD PARTY LICENSORS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE ACA LICENSED PROPERTY AND DERIVATIVE WORKS OR ANY CLAIMS RELATING TO THIS AGREEMENT OR THE ACA LICENSED PROPERTY SHALL NOT EXCEED \$5,000.00 (USD).

13. INDEMNITY.

Subscriber agrees to defend, indemnify, and hold harmless ACA and its board of directors, committee members, affiliates, employees, licensors, agents, directors, officers, partners, representatives, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from Subscriber's use, or Subscriber's Authorized Users use of the ACA Licensed Property and Derivative Works and any breach of this Agreement by Subscriber or Subscriber's Authorized Users. Subscriber shall use reasonable efforts to cooperate with ACA in defense of any claim, and Subscriber acknowledges and agrees that ACA reserves the exclusive right, in its sole discretion, to participate in any claim and assume, at Subscriber's sole expense or such other cost sharing arrangement agreeable to ACA, the control, defense, and/or settlement of any matter otherwise subject to this indemnification obligation.

14. GOVERNING LAW.

This Agreement has been made in and will be construed and enforced solely in

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accordance with the laws of the United States of America and the State of Maryland, U.S.A. as applied to agreements entered into and completely performed in the State of Maryland. For any disputes between the parties under or arising out of this Agreement, the parties agree that jurisdiction shall be in the courts of the State of Maryland. The parties also acknowledge and agree that any state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. Moreover, the parties agree that no action or proceeding may be brought arising from this Agreement more than four (4) years after such claim first arose.

15. TERMINATION.

This Agreement will terminate automatically if Subscriber fails to comply with any of the terms and conditions described herein, including by exceeding the scope of the license or failing to pay in a timely manner any applicable fees, charges, or costs. ACA reserves the right to terminate this Agreement for any reason without notice. Upon termination or expiration, Subscriber must return, destroy, or delete from its system all copies of the ACA Licensed Property (and any associated materials and data) in your possession. In addition to the miscellaneous clause below, the provisions concerning ACA's ownership rights in its Confidential Information and Intellectual Property, confidentiality, indemnity, disclaimers of warranty, limitation of liability, termination, and governing law will survive the termination or expiration of this Agreement for any reason.

16. MISCELLANEOUS.

Subscriber acknowledges that any breach, threatened or actual, of this Agreement will cause irreparable injury to ACA, such injury would not be quantifiable in monetary damages, and ACA would not have an adequate

remedy at law. Subscriber acknowledges, and accepts in full, liability for the conduct of Authorized Users that result in breach of this Agreement. Subscriber therefore agrees that ACA and/or its licensors shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of Subscriber's obligations under any provision of this Agreement. Accordingly, Subscriber hereby waives any requirement that ACA post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to ACA to enforce any provision of this Agreement. The parties agree that this Agreement is for the benefit of the parties hereto as well as ACA's licensors with respect to enforcing rights in such licensors' Intellectual Property or data. This Agreement is personal to Subscriber, and Subscriber may not assign its rights or obligations to any Third Party without ACA's prior written consent. Failure by ACA to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by ACA of that or any subsequent default or failure of performance. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein. Subscriber and ACA are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Subscriber and ACA as result of this Agreement or Subscriber's utilization of

the ACA Licensed Property, and Subscriber shall have no right to bind ACA without its prior written permission. Headings herein are for convenience only.

17. ENTIRE AGREEMENT.

This Agreement represents the entire agreement between Subscriber and ACA with respect to using the ACA Licensed Property as a registered subscriber, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Subscriber and ACA with respect to the ACA Licensed Property. Unless otherwise agreed to by ACA, ACA reserves the right to change the terms and conditions of this Agreement and under which the ACA Licensed Property is extended to Subscriber at any time by providing Subscriber in writing or electronically a copy of such revised terms. ACA may also change any aspect of the ACA Licensed Property. Subscriber's continued use of the ACA Licensed Property will be conclusively deemed acceptance of any change to this Agreement or the ACA Licensed Property.

18. NO THIRD PARTY RIGHTS.

This Agreement is by and between ACA and Subscriber and all obligations, duties, responsibilities and benefits hereunder are only enforceable by the parties hereto. Any rights of Third Parties to enforce this Agreement or any term hereof is hereby excluded.

19. NOTICE.

Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Subscriber will be sent to the address that identified on the account or Application form with ACA. ACA may send notices and other information to Subscriber

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by email or other electronic form. Notices to ACA must be sent by certified or registered U.S. mail to the following address: Auto Care Association, Attn: Technology & Standards Department, 7101 Wisconsin Ave, Bethesda, Maryland, 20814.

20. DISPUTE RESOLUTION.

All claims and disputes arising under or relating to this Agreement which are not settled by the parties within sixty (60) days after notice of breach is first given by either party to the other will be exclusively and finally settled by binding arbitration in the state of Maryland under the American Arbitration Association Commercial Arbitration Rules. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party shall pay for and bear the costs of its own experts, evidence, and legal counsel, and its own pro rata share of the cost of arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. An award of arbitration may be confirmed in a court of competent jurisdiction.