

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of this _____ day of _____, 20__ (the "Effective Date") by and between the Subaru of America, Inc. ("SOA"), a New Jersey corporation having its principal place of business at 2235 Route 70 West, Cherry Hill, NJ 08002 and _____ ("Licensee"), having its principal place of business at _____.

RECITALS

WHEREAS, SOA's parent, Fuji Heavy Industries, Ltd. ("FHI"), owns all right, title and interest in and to Data Stream Information (as hereinafter described) for 2012 through current model year Subaru brand vehicles sold in the U.S. market, including all copyright, trade secret and other proprietary rights; and

WHEREAS, FHI has authorized SOA, on FHI's behalf, to license its interest in the Data Stream Information to entities that are involved in the development, manufacture and sale of automotive diagnostic and service tools; and

WHEREAS, Licensee desires to obtain license rights to such Data Stream Information for the development, manufacture and sale of automotive diagnostic service tools;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which the parties hereby acknowledge, it is agreed as follows:

I. LICENSE GRANT

- 1.1 License. Subject to the terms of this Agreement, SOA grants to Licensee a limited, nonexclusive, non-transferable, non-sublicenseable, non-assignable license solely for the development, manufacture and sale of automotive diagnostic service tools ("Licensed Products") utilizing the Data Stream Information described in Exhibit A. Any other use of Data Stream Information is strictly prohibited.
- 1.2 Marketing Territory. Licensee may sell the Licensed Products only in the United States.

II. LICENSING FEE AND PAYMENTS

- 2.1 License Fee. Licensee agrees to pay SOA a non-refundable annual license fee ("License Fee") as set forth in Exhibit A. The first annual License Fee payment shall be due within thirty (30) days of the signing of this Agreement. Thereafter,

annual License Fee payments shall be due within thirty (30) days after each anniversary date of this Agreement.

- 2.2 Payment. The annual License Fee shall be paid by check, in United States currency, made payable and sent to:

Subaru of America, Inc.
Subaru Plaza
2235 Route 70 West
Cherry Hill, NJ 08034-6000
Attn: Service Operations Manager

or to such other address as SOA may specify in writing from time to time.

III. TERM

- 3.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year unless sooner terminated pursuant to Article V of this Agreement. Thereafter, the Agreement shall renew for a series of successive one-year renewal terms, subject to termination by either party at any time upon at least sixty (60) days' prior written notice to the other party. The initial term and any renewal term(s) of this Agreement shall be referred to as the Term.

IV. WARRANTY, INDEMNIFICATION, OWNERSHIP AND CONFIDENTIALITY

- 4.1 Compliance with Laws. The license granted herein is conditioned upon Licensee's full compliance with all federal, state, and local laws, regulations, and rules, including (without limitation) all trademark, patent, and copyright laws of the United States, as well as all California Air Resource Board (CARB) and U.S. Environmental Protection Agency (EPA) laws pertaining to the dissemination of emission-related service information, applicable to the subject matter of this Agreement.
- 4.2 Warranty. SOA WARRANTS THAT IT HAS OBTAINED THE RIGHT FROM FHI TO LICENSE THE DATA STREAM INFORMATION TO LICENSEE. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE INFORMATION INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.3 Indemnification. Licensee agrees to defend, indemnify and hold SOA, FHI and their respective officers, directors, employees, affiliates, subsidiaries, distributors and dealers, harmless from and against any and all claims, demands, causes of action, penalties or damages (including reasonable attorneys' fees) arising out of or in any way relating to Licensee's (i) use of the Data Stream Information; (ii) design,

manufacture, distribution or sale of the Licensed Products; or (iii) failure to comply with any applicable federal, state or local statutes, rules or regulations, included, but not limited to, CARB or EPA regulations or rules pertaining to the dissemination of emission-related service information.

- 4.4 Goodwill and Ownership. Licensee acknowledges that the Data Stream Information and all associated copyrights, trade secrets and other proprietary rights and all right, title and ownership therein and the goodwill pertaining thereto belong exclusively to FHI. Moreover, Licensee will not, during the term of this Agreement or thereafter, challenge the validity of FHI's proprietary rights in the Data Stream Information.
- 4.5 Confidentiality. Licensee acknowledges that the Data Stream Information provided to it under this Agreement is confidential and all intellectual property rights of whatever nature in the Data Stream Information are and shall remain the property of FHI and nothing in this Agreement shall be deemed to convey to Licensee any right, title or interest in or to the same. Accordingly, during the term of this Agreement and at all times thereafter, Licensee will maintain the Data Stream Information in strict confidence and will not use, disclose or otherwise communicate to any third party information about either the specific terms and provisions of this Agreement or any proprietary information or materials delivered to Licensee pursuant to this Agreement, including but not limited to, the Data Stream Information. Licensee will only disclose the Data Stream Information to its employees on a need-to-know basis.

V. TERMINATION

- 5.1 Material Breach. In the event a party materially breaches this Agreement and does not cure such breach within thirty (30) days after notice thereof from the other party specifying the nature of such breach, then, and in addition to all other rights and remedies which the non-breaching party may have in law or in equity, that party may, at its option, terminate this Agreement by notice thereof in writing specifying both the reason for such termination and a termination date. Such termination shall become effective on the date of termination set forth in the notice of termination.
- 5.2 Insolvency or Bankruptcy. If Licensee files a petition in bankruptcy or is adjudicated a bankrupt, or if a petition in bankruptcy is filed against Licensee, or if Licensee becomes insolvent, makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, discontinues all or a significant portion of its business, or has a receiver appointed for it or its business, then this Agreement shall automatically terminate without any notice being necessary.
- 5.3 Limitation on Damages. Upon the expiration or termination of this Agreement, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES WHICH ARE RELATED TO THIS AGREEMENT OR ITS BREACH.

- 5.4 Effect of Termination or Expiration. Upon expiration or termination of this Agreement, all rights granted to Licensee hereunder shall revert to SOA and/or FHI, and Licensee shall return all Data Stream Information, as well as any other proprietary information furnished to it by SOA or FHI under this Agreement, to SOA, or if so specified by SOA, to FHI. Furthermore, Licensee acknowledges that its obligations under the confidentiality provisions of Section 4.5 shall survive the expiration or termination of this Agreement.
- 5.5 Disposal of Inventory. Upon the expiration or termination of this Agreement, Licensee may not retain the Licensed Products embodying the Data Stream Information. However, Licensee shall have the right to dispose of any existing inventory of Licensed Products for a period of one (1) year thereafter provided (i) termination is not due to Licensee's failure to comply with Section 4.1 of this Agreement; and (ii) Licensee notifies SOA in writing, at least thirty (30) days prior to expiration or, in the event of termination, ten (10) days after termination is effective, of the quantity and description of the Licensed Products then in inventory which Licensee desires to dispose of ("Disposal Inventory"). SOA shall have the right, upon reasonable advance notice, to conduct a physical inventory or undertake other reasonable means to verify the accuracy of the Disposal Inventory information furnished by Licensee.

VI. MISCELLANEOUS PROVISIONS

- 6.1 Notices. Except for the mailing of invoices, which is provided for in Section 2 hereof, all notices provided for herein shall be in writing and are effective upon receipt if hand delivered, sent by overnight courier (with ability to confirm receipt), or by registered or certified mail, return receipt requested addressed to the parties as follows:

(i) If to Licensee:

Name: _____
Company: _____
Address: _____

(ii) If to SOA:

Subaru of America, Inc.
Subaru Plaza
2235 Route 70 West
Cherry Hill, New Jersey 08002
Attention: Service Operations Manager

Any party may alter the address to which notice are to be sent by giving notice of such change of address in conformity with the provisions of this Section 6.1 for the giving of notice.

- 6.2 No Joint Venture. This Agreement does not constitute and may not be construed as constituting a partnership or joint venture between the parties. Neither party may obligate or bind the other in any manner whatsoever, and except as may be provided herein, nothing in this Agreement gives any rights to any third person. At all times, the parties are independent contractors.
- 6.3 Survival. Those provisions of this Agreement which by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration.
- 6.4 Waiver. No waiver of a breach of any provision of this Agreement is effective unless approved in writing by the waiving party. If a party at any time fails to demand strict performance by the other of any of the terms, covenants or conditions set forth in this Agreement, that waiver does not constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of this Agreement.
- 6.5 Assignment. Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written approval of the other party. Any assignment in violation of this this Section 6.5 shall be null and void and shall afford the non-assigning party the right to terminate this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the permitted assigns of the parties.
- 6.6 Paragraph Headings. Paragraph and subparagraph headings in this Agreement are for convenience only. They form no part of the Agreement and shall not affect its interpretation.
- 6.7 Governing Law, Jurisdiction and Venue. This Agreement is to be governed and construed according to the laws of the State of New Jersey without regard to conflicts of law principles. The parties agree that each of them hereby submits to the jurisdiction of the New Jersey state and federal courts for the purpose of resolving any dispute arising under this Agreement and that the exclusive venue for resolution of such disputes shall be state or federal courts located in Camden County, New Jersey.
- 6.8 Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, relating to that subject matter. The express terms hereof control and supersede any course of performance, usage of trade or terms contained in any acknowledgment or similar document utilized by Licensee which

are, in any of those cases, inconsistent with any of the terms hereof. This Agreement may not be varied, modified or amended other than by a written instrument duly executed by the parties, provided, however, that SOA shall only be bound by a written instrument executed by one or more of its corporate officers.

- 6.9 Severability. If for any reason one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such provision will be deemed deleted, and the deletion will not affect the validity of other provisions of this Agreement. To the extent the provision held unenforceable is a material provision of this Agreement, the parties agree to allow whatever court or authority having jurisdiction to amend or reform this Agreement to comply with the intent of the parties.
- 6.10 Construction. The rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.
- 6.11 This Document a Proposal. The submission of this document to Licensee by SOA for examination and execution constitutes only a proposal by SOA to Licensee; it does not constitute a formal offer by SOA to Licensee, and this document shall become effective as an agreement only upon being executed and delivered by both Licensee and SOA.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered by their proper and duly authorized officers or representatives as of the Effective Date.

SUBARU OF AMERICA, INC.

LICENSEE:

By:

By:

Gary Palanjian
Vice President – Parts and Service

Name: _____
Title: _____

LICENSE AGREEMENT
EXHIBIT A

Data Stream Information

The Data Stream information provided will be limited to use in devices exchanging only those electronic messages with an electronic control unit (“ECU”) on-board a U.S. specification Subaru vehicle needed for purposes of performing diagnosis, analysis, test and repair of the U.S. specification Subaru vehicle. Except as provided below, the Data Stream information cannot be used in the development or production of a device with the capability of modifying any software program or data in such an ECU, including but not limited to, (i) modification or enhancement of any ECU calibration parameter or characteristic curve for the purposes of emission or performing “tuning” (such as by way of example and not of limitation, air/fuel schedules); (ii) modification or enhancement of any ECU operating parameter or variant coding table; (iii) accessing any protected ECU memory location or secured function; or (iv) reprogramming of any ECU memory location or flash memory partition using any software or flash data not authorized by FHI.

Permitted Use

Data Stream information that will be provided to the Licensee consists of the definitions of electronic messages that are transmitted between a test tool and the vehicle to perform diagnostic procedures. This includes two basic types of messages:

- *Read only* messages allow the test tool to retrieve Subaru vehicle ECU controlled system status information and data values for 2012 to current model year Subaru vehicles sold in the U.S.
- *Bi-directional* control messages allow the test tool to control the 2012 to current model year Subaru vehicle ECU controlled systems in a non-normal mode of operation.

Annual License Fee

Annual License Fee = \$5,000.00