

LICENSE AGREEMENT FOR THE USE OF ISUZU
DATA STREAM SPECIFICATIONS

This License Agreement ("Agreement") is entered into by and between Isuzu North America Corporation, a California corporation ("Isuzu"), and [*Supplier Name*], a [*state*] corporation.

RECITALS

WHEREAS, Isuzu or its affiliates own all right, title and interest in the data stream specifications detailed in Exhibit A (the "Data Stream Specifications") for 2006 through current Isuzu Commercial vehicles with OBD2 certification distributed in the United States, including all copyright, trade secret and other proprietary rights; and

WHEREAS, Licensee desires to use the Data Stream Specifications solely for the following purposes:

[*Insert description:* _____]
_____]

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree:

I. LICENSE GRANT

1.1 License. Subject to the terms of this Agreement, Isuzu grants to Licensee a limited, non-exclusive, non-transferable and revocable license to use the Data Stream Specifications solely for the development, manufacture and sale in the United States of the diagnostic service tools detailed in Exhibit A (the "Tools"). Any other use is strictly prohibited.

II. TERM

2.1 Effective Date and Term. This Agreement shall become effective upon its full execution by both parties. This Agreement shall continue for a Term of one (1) year, unless sooner terminated pursuant to this Agreement.

III. WARRANTY, INSURANCE, INDEMNIFICATION AND OWNERSHIP

3.1 Compliance With Laws and Rules. The License is conditioned upon Licensee's complete 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) rules pertaining to the dissemination of emission-related service information, applicable to the subject matter of this Agreement.

3.2 Warranty. Isuzu makes no promises, representations or warranties of any kind whatsoever with respect to the Data Stream Specifications. Isuzu provides the Data Stream Specifications solely as an accommodation to Licensee. Any and all use of the Data Stream Specifications by Licensee or its customers or end users is at Licensee's sole risk and Isuzu

hereby expressly disclaims any responsibility with respect thereto. Licensee hereby releases and discharges Isuzu and its affiliates, agents and employees (collectively, the “Releasees”) from any and all liabilities, damages, claims, demands and causes of action of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which Licensee now or in the future has against the Releasees for any matter relating to the use by Licensee or any third party of the Data Stream Specifications or the development or use of the Tools.

- 3.3 Insurance. During the term of this Agreement, Licensee shall maintain at its own expense comprehensive general liability insurance with limits of not less than one million Dollars combined single limit. Before beginning work under this Agreement, Licensee will deliver to Isuzu a certificate of insurance showing the coverage specified above, which names Isuzu as an additional insured, and which provides a 30-day notice period for cancellation or reduction in coverage or limits.
- 3.4 Indemnification of Isuzu. Licensee agrees to hold harmless, defend, and indemnify Isuzu, its officers, directors and employees against any and all claims, demands, causes of action, penalties or damages (including reasonable attorney's fees) arising out of or in connection with the use of the Data Stream Specifications or the development or use of the Tools. The terms of this Section shall survive the expiration or earlier termination of this Agreement.
- 3.5 Goodwill and Ownership. Licensee acknowledges that the Data Stream Specifications and all associated copyrights, trade secrets and other proprietary rights and all right, title and ownership therein and the goodwill pertaining thereto shall at all times be owned by and belong exclusively to Isuzu. Isuzu retains the sole right to make changes, improvements and modifications to the Data Stream Specifications without notice or obligation to Licensee. Moreover, Licensee will not, during the term of this Agreement or thereafter, attack the validity of Isuzu's proprietary rights in the Data Stream Specifications.
- 3.6 Confidentiality. Licensee acknowledges that the Data Stream Specifications provided in accordance with this Agreement are confidential and any intellectual and industrial property rights of whatever nature in the Data Stream Specifications are and shall remain the property of Isuzu 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 thereafter, Licensee will maintain the Data Stream Specifications 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 Specifications. During the term of this Agreement, Licensee will only disclose the Data Stream Specifications to its directors and employees with a need to know and only to the extent bona fide necessary. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

IV. TERMINATION

- 4.1 Material Breach. In the event a party breaches this Agreement and does not cure such breach within thirty (30) days after notice thereof from the other party specifying such breach, then, and in addition to all other rights and remedies which the other party may have in law or in equity, the other party may, at its option, terminate this Agreement by notice thereof in writing specifying 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, but in no event earlier than thirty (30) days from the date of mailing thereof.

- 4.2 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.
- 4.3 Effect of Termination or Expiration. The expiration or termination of this Agreement shall not relieve either party from any obligations which have accrued pursuant to the provisions of this Agreement or release either party from any liabilities which have been incurred as a result of operations conducted under this Agreement. Upon expiration or termination of this Agreement, all rights granted to Licensee hereunder shall revert to Isuzu, and Licensee shall refrain from using the Data Stream Specifications. Licensee will return to Isuzu all Data Stream Specifications and other proprietary information provided to it by Isuzu pursuant to this Agreement. Furthermore, Licensee agrees and understands that its obligations under the Confidentiality provisions of Article 3.6 remain in effect after expiration or termination of this Agreement.

V. MISCELLANEOUS PROVISIONS

- 5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and each party agrees to submit to the jurisdiction and venue of the applicable courts therein.
- 5.2 Non-Assignment. This Agreement and the Licenses granted therein are personal to Licensee and may not be assigned or otherwise transferred by Licensee without the prior written consent of Isuzu, which consent shall not be unreasonably withheld. Any attempted assignment or transfer without such consent shall be void and shall automatically terminate all rights of the Licensee under this Agreement.
- 5.3 Notices and Written Communications. All notices, payment of fees, or other communications required or permitted under this Agreement shall be in writing and deemed given when sent by certified or registered mail and addressed to the respective party hereto as follows:

Licensee: *[Name]*
 [Address]

Isuzu: President
 Isuzu North America Corporation
 1400 S. Douglass Road, Suite 100
 Anaheim, CA 92806

- 5.4 Relationship of the Parties. Licensee is an independent contractor, and nothing in this Agreement shall constitute or be construed to create a partnership, joint venture, or any other agency or employment relationship between the parties. Neither party is authorized to enter

into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise.

5.5 Entire Agreement and Non-waiver. This Agreement is the entire agreement and understanding between the parties relating to the specific subject matter hereof, and cancels and supersedes all prior written or oral agreements, arrangements, and understandings between the parties relating to the specific subject matter hereof. This Agreement may be amended or modified only by an express writing signed and dated by both parties.

5.6 Severability and Headings. The provisions of this Agreement shall be severable and if any Agreement provision shall be held or declared illegal, invalid, or unenforceable, then it shall not effect any other Agreement provision or the interpretation, effect, or enforceability of this Agreement. The headings in this Agreement are used for convenience only and shall not be construed as a part of the Agreement or impact the meaning, interpretation, or effect thereof.

The parties hereto indicate their understanding of and full agreement with all the foregoing by its duly authorized representatives' signature below.

“Isuzu”

“Licensee”

ISUZU NORTH AMERICA CORPORATION

[*Insert name:* _____]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

I. DESCRIPTION OF DATA STREAM SPECIFICATIONS

Data Stream Specifications include but are not limited to:

Specifications for engine, transmission, exhaust after treatment, ABS /Traction Control and Instrument panel.

- Control Module Identity Specifications – For example, Controller Part Numbers, application charts that identify what modules work with what protocols on what models or systems, dates covered by these systems, and diagnostic protocol used.
 - Some of the modules included are: engine, transmission, ABS /Traction Control, Instrument panel, and Body Control Module.
- Live Data (real-time) parameters including scaling specifications.
- Fault Code specifications (Reading and Clearing) for Isuzu specific faults
- Bi-Directional Control – actuator controls (sometimes known as functional controls)
- Service mode specifications, commands and responses, for any services that vary from or go beyond current SAE or ISO standards.
- Diagnostic connector specifications.
- Reprogramming device specifications for all reprogrammable modules on 2006 and newer vehicles that vary from SAE J2534 specifications.

II. TOOLS

Supplier may use the Data Stream Specifications solely in connection with the development, manufacture and sale in the United States of the following types of diagnostic service tools:

- Generic scan tool – specifically developed pursuant to Title 13, California code of Regulations, sections 1968.1, 1968.2 and/or 1971.1 and usable on a number of different engines manufactured by different manufacturers.

The Data Stream Specifications may only be used in connection with the development of diagnostic service tools that are intended for use in a service shop setting. Any other use of the Data Stream Specifications, in any other type of device or for any other purpose, is strictly prohibited.