

**EVALUATION AGREEMENT**

Autodata, Inc. dba Chrome Data (“ <b>Chrome Data</b> ”)	
700 N.E. Multnomah Street, Suite 1500	
Portland, OR 97232	
Chrome Data Sales Representative:	
Name	
Telephone	
Email	
Fax	503 963 6599

Legal Company Name (“ <b>Licensee</b> ”)	
DBA Name	
Street address	
City, State/Province and Zip/Postal Code	
Telephone	
Contact	
Contact email	
Shipping contact	
Shipping contact email	

This Evaluation Agreement (this “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 (the “**Effective Date**”) by and between Chrome Data and Licensee. Chrome Data and Licensee are referred to collectively herein as the “**Parties**”.

WHEREAS, Chrome Data desires to provide to Licensee, and Licensee desires to obtain from Chrome Data, certain information and/or materials solely for Licensee’s internal evaluation and review.

NOW, THEREFORE, the Parties agree as follows:

- 1. Deliverables.** Chrome Data will provide the information and/or materials as further described in the attached **Schedule A** (the “**Deliverables**”).
- 2. License.** Chrome Data grants Licensee for the term of this Agreement a non-exclusive, non-transferable limited license to use the Deliverables internally on Licensee’s business premises only for purposes of Licensee’s evaluation of the Deliverables. Licensee shall not distribute or make commercial use of the Deliverables. Further, Licensee shall not sublicense, pledge or encumber the Deliverables in any way, and Licensee shall not disassemble, reverse-engineer or decompile any software provided to Licensee nor create a database from the Deliverables, nor permit any other third party to do so. Licensee agrees to provide reasonable feedback about the Deliverables to Chrome Data, including but not limited to, usability, bug reports and test results. Licensee will use reasonable efforts to review and comment on all documentation supplied. All test results, bug reports and other feedback provided to Chrome Data by Licensee shall be the property of Chrome Data and may be used by Chrome Data for any purpose. Due to the nature of the development work, Chrome Data provides no assurance that any specific errors or discrepancies in the Deliverables will be corrected. Except as provided in this section, no other license, express or implied, to any other intellectual property right is granted herein.

**3. Ownership.** Licensee acknowledges that the Deliverables constitute proprietary intellectual property of Chrome Data protected by copyright laws and international treaties. Chrome Data retains all right, title and interest, including all intellectual property rights, in and to the Deliverables, and any modifications or derivatives thereof.

**4. Confidentiality.** The Deliverables constitute confidential information of Chrome Data. Licensee shall not reveal, disclose or distribute the Deliverables in any form, or publicly display or distribute any part thereof, or use the Deliverables or any information relating to the Deliverables except for the purposes of this Agreement. Licensee may disclose the Deliverables only to its employees whose duties require such access and who are obligated to maintain the Deliverables in confidence. This obligation of confidentiality shall not apply to information contained in the Deliverables which is shown by contemporaneous documentation to be (i) rightfully available to the public other than by breach of this Agreement by Licensee; (ii) rightfully received by Licensee from a third party without breach of a duty to Chrome Data; (iii) independently developed by Licensee’s employees without utilization of the Deliverables; or (iv) rightfully known to Licensee prior to first receipt from Chrome Data.

**5. Warranty Disclaimer.** THE DELIVERABLES ARE LICENSED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

**6. Limitation of Liability.** IF ANY CLAIM IS MADE AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE OF CHROME DATA IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR IN THE EVENT THAT ANY DISCLAIMER OF WARRANTY OR LIMITATION OF

LIABILITY IS FOUND TO BE UNLAWFUL OR INAPPLICABLE, CHROME DATA'S LIABILITY FOR DAMAGES TO LICENSEE SHALL BE LIMITED, IN THE AGGREGATE, TO LICENSEE'S ACTUAL DIRECT DAMAGES WHICH SHALL NOT EXCEED TEN (\$10.00 USD) U.S. DOLLARS. ANY CLAIM MADE HEREUNDER BY LICENSEE MUST BE BROUGHT DURING THE TERM OF THIS AGREEMENT OR WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OR TERMINATION HEREOF.

**7. Exclusion of Indirect Damages.** IN NO EVENT SHALL CHROME DATA BE LIABLE FOR ANY AMOUNT OF SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, COSTS OF ANY FAILURE OF VEHICLES TO PERFORM AS PREDICTED, LOST PROFITS, BUSINESS INTERRUPTION, PUNITIVE DAMAGES, ANY INACCURACY OF INFORMATION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER CHROME DATA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE.

**8. Termination.** Chrome Data may terminate this Agreement at any time and for any reason upon written notice to Licensee which may be sent via U.S. mail, facsimile or email. Notice shall be deemed effective upon receipt, or if delivery is not effected by reason of some fault of the addressee, when tendered. Upon termination or expiration of this Agreement, Licensee shall destroy all Deliverables, including all copies thereof, in its possession and will certify in writing that all such Deliverables have been destroyed. Sections 3 through 10 of this Agreement shall survive expiration or termination for any reason.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed below by their duly authorized representatives as of the Effective Date set forth herein.

**AUTODATA, INC. dba Chrome Data**

Signature: \_\_\_\_\_  
Print Name: Roger Jess  
Title: Sr. Director, Operations  
Date: \_\_\_\_\_

**9. Remedies.** Licensee acknowledges that the Deliverables are unique property of Chrome Data, and the unauthorized use thereof will cause Chrome Data irreparable harm that may not be adequately compensated by monetary damages. Accordingly, Licensee agrees that Chrome Data will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement, including to prevent any actual or threatened unauthorized use or sublicensing of any Deliverables.

**10. Miscellaneous.** This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles. Licensee consents to the exclusive jurisdiction and venue of the federal or state courts located in Los Angeles, California, as applicable, for all disputes and litigation arising under or relating to this Agreement. All notices required under this Agreement shall be provided in accordance with Section 8 herein. If any term of this Agreement is held to be unenforceable, the remaining terms of this Agreement shall remain in full force and effect. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations and agreements concerning the subject matter of this Agreement. No modification or amendment to this Agreement, or any waiver of any rights, shall be effective unless agreed to in writing by both parties. Licensee shall not assign, whether by way of an asset sale or a change in control of Licensee, or transfer any right or obligation arising under this Agreement without Chrome Data's written consent. Any prohibited assignment or transfer of any rights or obligations by Licensee shall be null and void. Subject to the foregoing, the terms and conditions of this Agreement shall bind and inure to Chrome Data and its successors and assigns and Licensee and its permitted successors and assigns. This Agreement may be executed in counterparts and transmitted by electronic devices or fax signature, each of which shall be deemed a complete original document.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE A**

**Deliverables**

**Product(s)/Service(s) to be licensed by Licensee:**

Chrome Deliverable(s)	Model Year(s)
<input type="checkbox"/> Automotive Description Service–Brief <b>U.S.</b>	Supported model years 1981-CMY
<input type="checkbox"/> Batch Processing	
<input type="checkbox"/> Medium/Heavy Duty Vehicles ( <b>upon availability</b> )	2000-CMY
<input type="checkbox"/> Motorcycles	2003-CMY
<input type="checkbox"/> Automotive Description Service–Brief <b>Canada</b>	Supported model years 1981-CMY
<input type="checkbox"/> Batch Processing	
<input type="checkbox"/> Medium/Heavy Duty Vehicles ( <b>upon availability</b> )	2000-CMY
<input type="checkbox"/> Motorcycles	2003-CMY
<input type="checkbox"/> Automotive Description Service–Full <b>U.S.</b>	Supported model years 1981-CMY
<input type="checkbox"/> Batch Processing	
<input type="checkbox"/> Medium/Heavy Duty Vehicles ( <b>upon availability</b> )	2000-CMY
<input type="checkbox"/> Motorcycles	2003-CMY
<input type="checkbox"/> Automotive Description Service–Full <b>Canada</b>	Supported model years 1981-CMY
<input type="checkbox"/> Batch Processing	
<input type="checkbox"/> Medium/Heavy Duty Vehicles ( <b>upon availability</b> )	2000-CMY
<input type="checkbox"/> Motorcycles	2003-CMY
<input type="checkbox"/> Best Offer <b>U.S.</b>	CMY
<input type="checkbox"/> Best Offer <b>Canada</b>	CMY
<input type="checkbox"/> Chrome Construct <b>U.S.</b>	Supported model years 1998-CMY
<input type="checkbox"/> Chrome Construct <b>Canada</b>	Supported model years 2000-CMY
<input type="checkbox"/> Chrome Image Gallery <b>U.S.</b>	
<input type="checkbox"/> Basic Color-Matched Images Media Server (1)	5 prior model years-CMY
<input type="checkbox"/> Basic Multi-View Images Media Server (4)	5 prior model years-CMY
<input type="checkbox"/> Expanded Color-Matched Images Media Server (2)	5 prior model years-CMY
<input type="checkbox"/> Expanded Multi-View Images Media Server (up to 18)	5 prior model years-CMY
<input type="checkbox"/> Chrome Image Gallery <b>Canada</b>	
<input type="checkbox"/> Basic Color-Matched Images Media Server (1)	5 prior model years-CMY
<input type="checkbox"/> Basic Multi-View Images Media Server (4)	5 prior model years-CMY
<input type="checkbox"/> Expanded Color-Matched Images Media Server (2)	5 prior model years-CMY
<input type="checkbox"/> Expanded Multi-View Images Media Server (up to 18)	5 prior model years-CMY
<input type="checkbox"/> Chrome Incentives Service <b>U.S.</b>	
<input type="checkbox"/> Batch Processing	
<input type="checkbox"/> Buy	
<input type="checkbox"/> Dealer Cash Incentives	
<input type="checkbox"/> Lease	
<input type="checkbox"/> Chrome Incentives Service <b>Canada</b>	
<input type="checkbox"/> Batch Processing	
<input type="checkbox"/> Buy	
<input type="checkbox"/> Dealer Cash Incentives	
<input type="checkbox"/> Lease	

**Definitions:**

**“Automotive Description Service”** shall mean Chrome Data’s proprietary hosted web service, limited to 500 transactions, used to retrieve Vehicle Information, through the use of a Chrome Data-hosted Web Service for all makes and models for the model year 1981 through the Current Model Year for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, medium duty vehicles (Classes 4 through 7) and heavy duty vehicles (Class 8) for all makes and models for the model year 2000 through the Current Model Year, and motorcycles for the model year 2003 through the Current Model Year, where available. **“Automotive Description Service–Full”** consists of the following functions: (i) retrieve Vehicle Information based on VIN; (ii) retrieve Vehicle Information based on Chrome Style ID; and (iii) year, make, model and style selectors. **“Automotive Description Service–Brief”** consists of the following function: retrieve Vehicle Information based on VIN.

**“Best Offer”** shall mean Chrome Data’s proprietary Web Service that returns (i) the best cash offers including a listing of all cash incentives used to create such cash offer; (ii) best finance offers for each available finance term including a listing of all cash incentives related to the relevant finance offer; and (iii) special programs, from OEM regional incentives comprising current retail, consumer cash and sub-vented APR programs, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available.

**“Chrome Construct™”** shall mean Chrome Data’s proprietary hosted web service, limited to 1,000 transactions, used to compare, configure and price vehicles for all makes and models for the U.S. model year 1998 through the Current Model Year, and the Canadian model year 2000 through the Current Model Year for all cars and light trucks, up to and including 3500 series vehicles, where available. Chrome Construct consists of the following functions: (i) compare generic equipment and technical specifications of vehicles side-by-side, (ii) compare the advantages and disadvantages of vehicles using rules for choosing how vehicles are compared, (iii) retrieve Vehicle Information based on Chrome Style ID, and (iv) configure vehicles including feedback on option availability and price changes.

**“Chrome Image Gallery–Basic Color-Matched Images”** shall mean one (1) colorized vehicle image described by the shot ID set out below, for all makes and models for the Current Model Year including a total of five (5) prior model years, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles but excluding all exotic and commercial vehicles, where available, including any updates or modifications provided by Chrome Data hereunder. For greater certainty, the one (1) colorized vehicle image referenced herein is described by the following Chrome Data shot ID (with shot name):

- 03 - Exterior Profile, facing to the left

**“Chrome Image Gallery–Basic Multi-View Images”** shall mean those body-style images described in the shot IDs set out below, for all makes and models for the Current Model Year including a total of five (5) prior model years, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles but excluding all exotic and commercial vehicles, where available, including any updates or modifications provided by Chrome Data hereunder. For greater certainty, the body-style vehicle images referenced herein are described by the following Chrome Data shot IDs (with shot names):

- 01 - Exterior Front ¾, facing to the left
- 02 - Exterior Rear ¾, facing to the right
- 03 - Exterior Profile, facing to the left
- 12 - Interior Full Dash

**“Chrome Image Gallery–Expanded Color-Matched Images”** shall mean the two (2) colorized vehicle images described by the shot IDs set out below, for all makes and models for the Current Model Year including a total of five (5) prior model years, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles but excluding all exotic and commercial vehicles, where available, including any updates or modifications provided by Chrome Data hereunder. For greater certainty, the two (2) colorized vehicle images referenced herein are described by the following Chrome Data shot IDs (with shot names):

- 01 - Exterior Front ¾, facing to the left
- 03 - Exterior Profile, facing to the left

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**“Chrome Image Gallery–Expanded Multi-View Images”** shall mean those body-style vehicle images described by the shot IDs set out below, for all makes and models for the Current Model Year including a total of five (5) prior model years, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles but excluding all exotic and commercial vehicles, where available, including any updates or modifications provided by Chrome Data hereunder. For greater certainty, the body-style vehicle images referenced herein are described by the following Chrome Data shot IDs (with shot names):

- 01 - Exterior Front ¾, facing to the left
- 02 – Exterior Rear ¾, facing to the right
- 03 - Exterior Profile, facing to the left
- 07 - Exterior Front ¾ facing to the right (2017 MY Forward only)
- 05 - Exterior Front (full)
- 06 - Exterior Rear (full)
- 24 - Exterior Trunk with Hatch Open Feature
- 21 - Exterior Wheel
- 25 - Exterior Engine Shot Feature
- 12 - Interior Full Dash
- 11 - Interior Drivers Dash
- 44 - Interior Passenger Dash
- 13 - Interior Driver’s Side with Door Open, Front Seat Feature
- 28 - Interior Rear seats
- 43 - Interior Center Storage Console
- 18 - Interior Stereo System
- 46 - Interior Navigation System

**“Chrome Incentives Service”** shall mean Chrome Data’s proprietary Web Service that returns (i) cash incentives, (ii) finance incentives, (iii) lease incentives, and (iv) special programs from OEM regional incentives comprising current retail, consumer cash, dealer cash incentives, sub-vented APR programs, residuals, money factors, payment waivers and giveaways, for all U.S. and Canadian cars and light trucks, up to and including 3500 series vehicles, where available.

**“Chrome Style ID”** means the unique identifier assigned by Chrome Data to each automotive style that has a unique base MSRP, Invoice or Model Code.

**“Current Model Year”** shall mean the then most current model year plus two (2) previous model years, as available.

**“OEM”** shall mean original equipment manufacturer.

**“Vehicle Information”** returns the following (a) year, make, model and body style information, (b) option descriptions without configuration logic, (c) standards, and (d) the stock image name.

**“VIN”** shall mean a vehicle identification number.

**“Web Service”** shall mean a software system designed to support application-to-application interaction over a network, whose public interfaces are defined and described by WSDL (Web Services Description Language).

The username, password and the appropriate technical documentation necessary to access Automotive Description Service–Brief, Automotive Description Service–Full, Best Offer, Chrome Image Gallery, Chrome Construct and/or Chrome Incentives Service, if applicable, will be provided upon execution of this Agreement.

**Support Services.** Technical Support services will be provided to Licensee via telephone and email from 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday (excluding Chrome Data holidays). **“Technical Support”** is defined as assisting Licensee with licensing, troubleshooting data or content queries, and basic introduction to field names and content. Technical Support also covers more advanced issues but may require additional research and resolution time. Examples of advanced issues include but are not limited to “Best Practice” implementation discussions, clarification of values, or definition of conditional or variable states. Such advanced Technical Support may be available only on a requested, pre-scheduled basis because of the need to schedule the proper subject matter experts. Creation or modification of custom coded solutions (**“Custom Technical Support”**) is not included in the scope of Technical Support services. Upon Licensee’s request, and subject to availability, Chrome Data may be able to provide Custom Technical Support services at a “to be determined rate” based on complexity and required resources. An answering service is available outside the normal business hours for emergency escalations at (800) 937-3661 and [support@chromedata.com](mailto:support@chromedata.com). Emergency escalation does not include licensing issues, instead support will document details for call back the next business day. Hours and contact information for support may be changed by Chrome Data.