

End User License Agreement (EULA)

BY DOWNLOADING, USING, OR ACCESSING ANY OF PITSTOP SOFTWARE, SERVICES AND OTHER PRODUCTS, INCLUDING UPDATES AND UPGRADES THEREOF (COLLECTIVELY "PRODUCTS"), YOU CONCLUDE A LEGALLY BINDING AGREEMENT BASED ON THE TERMS OF THIS PITSTOP END USER AGREEMENT ("AGREEMENT") WITH ANSIK INC. O/A PITSTOP ("PITSTOP") HAVING ITS PLACE OF BUSINESS AT 1509 THE QUEENSWAY, M8Z 1T3, TORONTO, ONTARIO, CANADA ON BEHALF OF YOURSELF, UNLESS YOU ARE ACTING AND AUTHORIZED TO ACT FOR A COMPANY OR OTHER ORGANIZATION IN WHICH CASE THE AGREEMENT IS WITH SUCH ORGANIZATION AND ANY REFERENCES TO "YOU" HEREIN MEANS SUCH ORGANIZATION WHERE THE CONTEXT REQUIRES. IF YOU DO NOT WISH TO AGREE, DO NOT INSTALL, USE, ACCESS OR RETAIN ANY OF PITSTOP PRODUCTS.

- 1. Right to Access and Use.** Subject to the terms and conditions of this Agreement, Pitstop hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Products that are associated with this Agreement in accordance with the Documentation for your internal business purposes for the term you have purchased a licensed for under the applicable agreement with Pitstop or its authorized reseller. "**Documentation**" means documentation provided on Pitstop's website at <http://www.PitstopConnect.com> (and any website linked from such website that is owned or controlled by Pitstop) that is available and applicable to all Pitstop customers and relates to the operation and use of the Products, including user manuals, operating instructions, and release notes, each as updated by Pitstop from time to time.
- 2. Account Creation and Administration.** You will be responsible for providing the personal information used to create your account

profile. You will (a) provide true, accurate, current and complete information as may be prompted by any registration forms through the Products (“**Registration Data**”); and (b) promptly update the Registration Data and any provide any other information to Pitstop, to ensure it remains true, accurate and complete. Your login credentials for the Products can be used only by you. You agree to promptly notify Pitstop of any unauthorized access or use which you become aware. You shall keep access credentials (such as passwords, API keys or other information required to access the Service) secure and confidential. Access credentials are the property of Pitstop and may be revoked if you share them with any third party (other than as allowed herein), if they are compromised, or if you violate this Agreement. You will be responsible for all access and use of the Products that occurs under your login credentials.

3. Restrictions. As a condition of using the Products, you will:

- a) not attempt to undermine the security or integrity of Pitstop’s computing systems or networks or, where the Products are hosted by a third party, that third party’s computing systems and networks;
- b) not use, or misuse, the Products in any way which may impair their functionality, or other systems used to deliver the Products or impair the ability of any other user to use the Products;
- c) not attempt to circumvent any technological controls included in the Products or gain unauthorized access to any materials other than those to which you have been given express permission to access or to the computer system on which the Products are hosted;
- d) not use the Products to transmit any: files that may damage any other person’s computing devices or software, content that may be offensive, or material or data in violation of any law;
- e) frame, distribute, or resell the Products, or allow access to the Products by any third party other than as permitted under this Agreement; an

- f) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Products except as is strictly necessary to use either of them for normal operation; and
- g) comply with all applicable laws, including export control laws and regulations.

4. Your Content. “**Your Content**” means any data, file attachments, text, images, reports, personal information, or other content that is uploaded or submitted to a Product by you and is processed by Pitstop on your behalf. For the avoidance of doubt, Your Content does not include usage, statistical, or technical information that does not reveal the actual contents of the Your Content and such information is the exclusive property of Pitstop.

You consent to the collection of your personal information by Pitstop in accordance with Pitstop’s privacy policy, as updated by Pitstop from time to time (a current version can be found at <https://www.PitstopConnect.com/privacypolicy> (“**Privacy Policy**”), for Pitstop’s use as contemplated in this Agreement. Pitstop will have no liability for interference with or disruption of, or modification or deletion of data or content processed by, third party services or applications in connection with Your Content transferred or disclosed to or from such third-party services or applications.

You may elect to permit your organization and other users of such organization to access and use Your Content in connection with the use of the Products. Any such use by you (and for greater certainty, your organization) is subject to the license conditions in Section 1 and will cease upon termination of this Agreement.

5. Processing of Content; Security.

a) Processing. You represent and warrant that you have all rights, permissions, and consents necessary to: (a) submit Your Content to and through the Products; and (b) grant Pitstop the limited rights to process Your Content for the provision of the Products. You hereby grant Pitstop a worldwide, non-exclusive,

non-transferable, right to use and otherwise process such content under this Agreement only: (x) in compliance with applicable law; (y) as requested by you in writing or as allowed by you via the Product's access controls; and (z) as necessary to provide the Products and prevent or address technical problems with the Products or violations of this Agreement.

b) Security. Pitstop has implemented and will maintain commercially reasonable information security safeguards in compliance with accepted industry standards, which include physical, organizational, and technical, measures designed to preserve the security, integrity, and confidentiality of Your Content and to protect against information security threats.

c) Service Providers. Pitstop may engage third party service providers to act on Pitstop's behalf in connection with Pitstop's provision of the Products, including processing Your Content, provided that: (a) such service providers are subject to confidentiality and data security obligations that are substantially as protective of Your Content as those set forth in this Agreement; and (b) Pitstop is responsible for such service providers' acts and omissions in relation to Pitstop's obligations under this Agreement.

6. Intellectual Property and Proprietary Rights.

a) Pitstop Rights. As between the parties, all right, title, and interest, in and to the Products is owned by Pitstop notwithstanding any other provision in this Agreement. Except as expressly set forth in this Agreement, Pitstop does not convey any rights to you.

b) Your Rights. As between the parties, you retain all right, title, and interest, in and to Your Content, including all intellectual property and proprietary rights therein. Except as expressly set forth in this Agreement, Pitstop acquires no right, title, or interest, from you under this Agreement in or to Your Content.

7. Term and Termination. Pitstop reserves the right to terminate this Agreement in whole or in part with or without notice if: (a) you

materially breach or otherwise materially fail to comply with any provision of this Agreement; (b) we determine that any Registration Data you submit or any update thereof is not true, accurate, complete or current; (c) you become insolvent or bankrupt; (d) you reorganize your business, make an assignment under or otherwise take advantage as a debtor of, bankruptcy or insolvency laws, including having a trustee or receiver appointed; (e) any steps are taken to wind up or otherwise terminate your existence as a legal entity; or (f) you cease operating your business. You may terminate the grant of rights to use the Products or the provision of services by ceasing use of same. Upon any termination of this Agreement: (i) any and all rights granted to you under this Agreement shall immediately cease; (ii) you shall destroy, to the extent practicable, all copies of the Products in your possession or control; (iii) if so requested by us, you shall certify in writing that all such copies of the Products in your possession or control have been destroyed; and (iv) you shall cease all usage of the Products.

8. Confidentiality.

- a) Confidential Information. “**Confidential Information**” means all non-public, proprietary, business, technical, disclosed or learned in connection with this Agreement that has identified as confidential at the time of disclosure or that a person would reasonably understand to be confidential, and includes the Products, and Your Content. Confidential Information does not include: (i) information that was generally known to the public at the time disclosed to the Receiving Party; (ii) information that becomes generally known to the public (other than through a breach of Section 8 (Confidentiality) by the receiving Party); (iii) information that was in the receiving Party’s possession free of any obligation of confidentiality prior to disclosure by the disclosing Party; (iv) information that is rightfully received by the receiving Party from a third party without any restriction on disclosure; or (e) information that was independently developed

by the Receiving Party without reference to or use of disclosing Party's Confidential Information.

- b) Use and Disclosure of Confidential Information. A receiving Party: (i) will not use the disclosing Party's Confidential Information except as necessary to fulfill its obligations or use the Products in accordance with this Agreement; (ii) will take reasonable security precautions to safeguard the disclosing Party's Confidential Information. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to those of its employees, directors, affiliates, advisors, agents, contractors, and other representatives ("**Representatives**") who need to know such information, provided that each such Representatives is bound to protect the Confidential Information by confidentiality obligations substantially as protective as those set forth in this Agreement. The receiving Party will be responsible for its Representatives' disclosure or use of the disclosing Party's Confidential Information in violation of Section 8 (Confidentiality).
- c) Required Disclosures. The receiving Party may disclose Confidential Information to the extent required by applicable law, provided such receiving Party promptly notifies the disclosing Party of such requirement so that the disclosing Party to object or attempt to limit the amount of information disclosed.

9. Limited Warranties and Disclaimer.

- a) Limited Warranty for Products. Pitstop warrants that the Products will operate during the applicable term substantially as described in the applicable plan feature overview and release notes made available by Pitstop on the Site. You must notify Pitstop in writing of any alleged failure by Pitstop to comply with this warranty promptly after you becomes aware of such failure. Upon receipt of such notice, Pitstop will use commercially reasonable efforts to cure or correct the failure. Notwithstanding the foregoing, this warranty will not apply to any failure due to a defect in or modification of the Product that is caused or made by you, or a

person acting at your direction. The foregoing sets forth your exclusive rights and remedies and Pitstop's sole liability in connection with this Section. If you purchased this through an authorized reseller of Pitstop, this warrant is with such reseller and "Pitstop" in this section will be read to be such reseller.

b) Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, PITSTOP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PITSTOP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY, AND PITSTOP DOES NOT WARRANT THAT THE SERVICES OR THIRD-PARTY APPLICATIONS AND SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

10. Limitations of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, GOODWILL, OR REVENUES OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, COVER, BUSINESS INTERRUPTION, AGGRAVATED OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, ARISING UNDER THIS AGREEMENT, EVEN IF IT HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY YOU TO PITSTOP (OR RESELLER) UNDER THE APPLICABLE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE. THE FOREGOING EXCLUSIONS AND LIABILITY LIMITS IN THIS SECTION 7 SHALL NOT APPLY TO DAMAGES OR LIABILITY RESULTING FROM CLAIMS OR OBLIGATIONS ARISING UNDER 11 (Indemnification), OR INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. Indemnification.

- a) By Pitstop. Pitstop will defend you and your respective related entities, officers, directors, and employees (“**Customer Indemnified Parties**”) from and against any claims, demands, proceedings, investigations, or suits, brought by a third party alleging that your use of the Products in accordance with this Agreement infringes any third party intellectual property rights (each, a “**Claim Against Customer**”). Pitstop will indemnify Customer Indemnified Parties for any finally awarded damages or settlement amount to the extent arising from a Claim Against Customer. Notwithstanding the foregoing, Pitstop will have no obligation under this Section to the extent any Claim Against Customer arises from: (a) Your use of the Products in combination with technology or services not provided by Pitstop, if the Products or use thereof would not infringe without such combination; (b) Your Content; or (c) use of the Products by Customer after notice by Pitstop to discontinue use. If you are enjoined or otherwise prohibited from using any of the Products or a portion thereof based on a Claim Against Customer, then Pitstop will, at Pitstop’s sole expense and option, either: (x) obtain for you the right to use the allegedly infringing portions of the Products; (y) modify the allegedly infringing portion of the Products so as to render it non-infringing without substantially diminishing or impairing its functionality; or (z) replace the allegedly infringing portions of the Products with non-infringing items of substantially similar functionality. If Pitstop determines that the foregoing remedies are not commercially reasonable or possible, then Pitstop will terminate this Agreement and issue a refund of prepaid fees covering the terminated portion of the applicable Product.
- b) By Customer. You will defend Pitstop, Pitstop’s affiliates, and their respective officers, directors, and employees (“**Pitstop Indemnified Parties**”) from and against any claims, demands,

proceedings, investigations, or suits, brought by a third party arising out of Your Content or your use of the Products in violation of this Agreement or applicable law (each, a “**Claim Against Pitstop**”). You will indemnify Pitstop Indemnified Parties for any finally awarded damages or settlement amount to the extent arising from a Claim Against Pitstop.

- c) Conditions. The indemnifying party’s obligations under Section 11 (Indemnification) are contingent on the indemnified party: (a) promptly providing written notice of the claim to the indemnifying party (provided that indemnifying party shall not be excused from its indemnity obligations for indemnified party’s failure to provide prompt notice except and then solely to the extent that the indemnifying party is materially prejudiced thereby); (b) giving the indemnifying party sole control of the defense and settlement of the claim (provided that any settlement unconditionally releases the indemnified party of all liability and does not make any admissions on behalf of the indemnified party or include payment of any amounts by the indemnified party); and (c) providing the indemnifying party, at the indemnifying party’s expense, all reasonable assistance in connection with such claim. The indemnified party may participate in the defense of the claim at its sole cost and expense. Section 11 sets forth the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy for, any type of claim or action described in Section 11.

12. General.

- a) Federal Government Customers. The Products provided by Pitstop are “commercial items” consisting in part of “commercial computer software,” as such terms are defined in FAR 2.101. Pitstop provides the Services for federal government end use in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), and for Department of Defense agencies in accordance with DFAR 227.7202 (Commercial Computer Software and Commercial Computer Software Documentation).

- b) Updates and Amendments. Pitstop continuously improves the Products and may, from time to time, cause software updates to be automatically installed with or without prior notification to you or provide access to updates through our Site. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed. Pitstop may amend these terms upon notice to you.
- c) Notices. Except where this Agreement permits notice via email, all notices provided under this Agreement must be in writing and sent via internationally recognized delivery service or certified mail. Notices sent via email will be deemed given one (1) business day after being sent; and notices sent via any other authorized delivery method will be deemed given five (5) business days after being sent. Notices must be addressed as follows: if to Pitstop, Suite 610, 410 Adelaide Street West Toronto Ontario, and for notices permitted to be sent via email, to accounting@Pitstopconnect.com; and, if to you, it may be sent to the physical or email address you have listed in your account profile.
- d) Assignment. This Agreement and any rights granted to you under this Agreement may not be transferred or assigned by you, in whole or in part, whether voluntarily, by operation of law, or otherwise, without our prior written consent and any such attempted assignment or transfer shall be null and void, except that you may assign this Agreement in its entirety to a purchaser of all or substantially all of your assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent and upon written notice to Pitstop. Subject to the foregoing, this Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of you and Pitstop. This Agreement may be assigned or novated by Pitstop in its sole discretion by way of written notice to you.

- e) Force Majeure. Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control. The party suffering from any such conditions shall use reasonable efforts to mitigate against the effects of such conditions.
- f) Amendment; Waiver. Unless otherwise expressly stated herein, this Agreement may be modified only by a written amendment or agreement executed by an authorized representative of each party. The waiver of any breach of any provision of this Agreement will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach.
- g) Enforceability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not permitted by law), and the rest of this Agreement is to remain in effect as written. Notwithstanding the foregoing, if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, the entire Agreement will be considered null and void.
- h) Governing Law. This Agreement is governed by the laws of the province of Ontario. Each Party consents to the jurisdiction and venue of the courts competent with respect to the office of Pitstop set out herein, in any action arising out of or relating to this Agreement.
- i) Entire Agreement. This Agreement represent the entire agreement between Pitstop and you with respect to the Products. Downloadable Pitstop applications or products expressly governed by a separate end-user license agreement presented at the time of download or use are not governed by this Agreement.