

## Software as a Service Agreement

This Software as a Service (SaaS) Agreement (this “**Agreement**”), effective as of the time it is accepted, between **AITHR-AUTOMOTIVE INTELLIGENCE CORP.**, an **Alberta/Canada** corporation, (“**AITHR**”) and the user. AITHR and Dealer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

**WHEREAS** AITHR provides access to the Services to its Dealers;

**AND WHEREAS** Dealer desires to access the Services, and AITHR desires to provide Dealer access to the Services, subject to the terms and conditions of this Agreement,

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions.

(a) “**Aggregated Statistics**” means data and information related to Dealer's or Dealer customer's use of the Services that is used by AITHR in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) “**AITHR IP**” means the Services, the Documentation, and any and all intellectual property provided to Dealer or any Authorized User in connection with the foregoing. For the avoidance of doubt, AITHR IP includes Aggregated Statistics and any information, data, or other content derived from AITHR's monitoring of Dealer's access to or use of the Services, but does not include Dealer Data.

(c) “**AITHR Systems**” means the information technology infrastructure used by or on behalf of AITHR in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by AITHR or through the use of third-party services.

(d) “**AITHR Materials**” means the Services, Documentation, AITHR Systems, and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software, and other technologies, and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by AITHR in connection with the Services or otherwise comprise or relate to the Services or infrastructure of AITHR. For the avoidance of doubt, AITHR Materials include Aggregated Statistics and any information, data, or other content derived from AITHR's monitoring of Dealer's access to or use of the Services, but do not include Dealer Data.

(e) “**Authorized User**” means Dealer's employees, consultants, contractors, and agents (i) who are authorized by Dealer to access and use the Services under the rights granted to Dealer pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.

(f) “**Dealer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by

or on behalf of Dealer or an Authorized User through the Services, and may include the personal information of customers of the Dealer.

(g) “**Dealer Systems**” means Dealer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Dealer or through the use of third-party services.

(h) “**Documentation**” means AITHR's user manuals, handbooks, and guides relating to the Services provided by AITHR to Dealer either electronically or in hard copy form.

(i) “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

(j) “**Services**” means the software-as-a-service offering described in the Work Order.

(k) “**Third-Party Products**” means any third-party products described in the Work Order provided with or incorporated into the Services.

(l) “**Work Order**” means the work order set out in Exhibit A providing a description of the Services, a list of Third-Party Products and other specifications set out in this Agreement.

## 2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Dealer's payment of fees and compliance with all other terms and conditions of this Agreement, AITHR hereby grants Dealer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Dealer's internal use. AITHR shall provide to Dealer the necessary passwords and network links or connections to allow Dealer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Work Order, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Documentation Licence. Subject to the terms and conditions contained in this Agreement, AITHR hereby grants to Dealer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Dealer's internal business purposes in connection with its use of the Services.

(c) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the Parties:

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(i) AITHR has and will retain sole control over the operation, provision, maintenance, and management of the AITHR Materials; and

(ii) Dealer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Dealer Systems, and sole responsibility for all access to and use of the AITHR Materials by any Person by or through the Dealer Systems or any other means controlled by Dealer or any Authorized User, including any:

(A) information, instructions, or materials provided by any of them to the Services or AITHR;

(B) results obtained from any use of the Services or AITHR Materials; and

(C) conclusions, decisions, or actions based on such use.

(d) Use Restrictions. Dealer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Dealer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(e) Reservation of Rights. AITHR reserves all rights not expressly granted to Dealer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Dealer or any third party any intellectual property rights or other right, title, or interest in or to the AITHR IP.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, AITHR may temporarily suspend Dealer's and any Authorized User's access to any portion or all the Services if:

(i) AITHR reasonably determines that (A) there is a threat or attack on any of the AITHR IP, (B) Dealer's or any Authorized User's use of the AITHR IP disrupts or poses a security risk to the AITHR IP or to any other customer or vendor of AITHR, (C) Dealer, or any Authorized User, is using the AITHR IP for fraudulent or illegal activities, (D) subject to applicable Law, Dealer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization,

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liquidation, dissolution, or similar proceeding, or (E) AITHR's provision of the Services to Dealer or any Authorized User is prohibited by applicable law;

- (ii) any vendor of AITHR has suspended or terminated AITHR's access to or use of any third-party services or products required to enable Dealer to access the Services; or
- (iii) in accordance with Section 5(a) (any such suspension described in subclause (i), (ii), or (iii), a “**Service Suspension**”).

AITHR shall use commercially reasonable efforts to provide written notice of any Service Suspension to Dealer and to provide updates regarding resumption of access to the Services following any Service Suspension. AITHR shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. AITHR will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Dealer or any Authorized User may incur as a result of a Service Suspension.

(g) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, AITHR may monitor Dealer's use of the Services and collect and compile Aggregated Statistics. As between AITHR and Dealer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AITHR. Dealer acknowledges that AITHR may compile Aggregated Statistics based on Dealer Data input into the Services. Dealer agrees that AITHR may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law, which may include sharing Aggregated Statistics with other dealers and financiers; *provided that* such Aggregated Statistics do not identify Dealer or Dealer's Confidential Information.

(h) Dealer Data. Dealer Data will be used to carry out the Services, which may include but not be limited to using the data of individual Dealer customers to match customers with financing options.

### 3. Dealer Responsibilities.

(a) Set-Up. Dealer is responsible to provide AITHR with access to the Dealer Systems and any other information reasonably requested to set up the Services.

(b) General. Dealer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Dealer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Dealer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Dealer will be deemed a breach of this Agreement by Dealer.

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Dealer shall use all reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(c) Third-Party Products. AITHR may from time to time make Third-Party Products available to Dealers. For purposes of this Agreement, such Third-Party Products are

subject to their own terms and conditions and the applicable flow through provisions referred to in the Work Order. If Dealer does not agree to abide by the applicable terms for any such Third-Party Products, then Dealer should not install or use such Third-Party Products.

#### 4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, AITHR shall use commercially reasonable efforts to make the Services available in accordance with the service levels and recovery attributes set out in Exhibit B.

(b) Support. Support will be provided as set out in Exhibit C.

#### 5. Fees and Payment.

(a) Fees. Dealer shall pay AITHR the fees (“**Fees**”) as set forth in the Work Order without off-set or deduction. Dealer shall make all payments hereunder in Canadian dollars on or before the due dates set forth in the Work Order. If Dealer fails to make any payment when due, without limiting AITHR's other rights and remedies: (i) AITHR may charge interest on the past due amount at the rate 10% per annum or, if lower, the maximum amount permitted under applicable Law; (ii) Dealer shall reimburse AITHR for all reasonable costs incurred by AITHR in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, AITHR may suspend Dealer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Payment is to be made via pre-authorized debit through the AITHR payment system, though AITHR may allow for one-time payment via credit card in its sole discretion.

(b) Taxes. All Fees and other amounts payable by Dealer under this Agreement are exclusive of taxes and similar assessments. Dealer is responsible for all harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Dealer hereunder.

#### 6. Confidential Information.

(a) From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media and whether or not marked, designated, or otherwise identified as “confidential”

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(collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.

(b) The receiving Party shall not disclose the disclosing Party's Confidential Information

to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, *provided that* the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

## 7. Intellectual Property Ownership.

(a) AITHR IP. Dealer acknowledges that, as between Dealer and AITHR, AITHR owns all right, title, and interest, including all intellectual property rights, in and to the AITHR IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Dealer Data. AITHR acknowledges that, as between AITHR and Dealer, Dealer owns all right, title, and interest, including all intellectual property rights, in and to the Dealer Data. Dealer hereby grants to AITHR a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Dealer Data and perform all acts with respect to the Dealer Data as may be necessary for AITHR to provide the Services to Dealer and to other dealers, including but not limited to the use of Dealer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Dealer or any of its employees or contractors sends or transmits any communications or materials to AITHR by mail, email, telephone, or otherwise, suggesting or recommending changes to the AITHR IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), AITHR is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Dealer hereby assigns to AITHR on Dealer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and AITHR is free to use, without any attribution or

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compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although AITHR is not required to use any Feedback.

## 8. Warranty Disclaimer.

(a) This Service is a beta release offering and is not at the level of performance of a commercially available product offering. The Service may not operate correctly and may

be substantially modified prior to first commercial release, or at AITHR's option may not be released commercially in the future.

(b) THE AITHR IP IS PROVIDED “AS IS” AND AITHR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. AITHR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AITHR MAKES NO WARRANTY OF ANY KIND THAT THE AITHR IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## 9. Indemnification.

### (a) AITHR Indemnification.

(i) AITHR shall indemnify, defend, and hold harmless Dealer from and against any and all losses, damages, liabilities, costs (including reasonable legal fees) (“**Losses**”) incurred by Dealer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's Canadian intellectual property rights/Canadian patents, trade-marks, copyrights, or trade secrets, *provided that* Dealer promptly notifies AITHR in writing of the claim, cooperates with AITHR, and allows AITHR sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Dealer agrees to permit AITHR, at AITHR's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Dealer to continue use. If AITHR determines that neither alternative is reasonably available, AITHR may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Dealer.

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(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by AITHR or authorized by AITHR in writing; (B) modifications to the Services not made by AITHR; (C) Dealer Data; or (D) Third-Party Products.

(b) Dealer Indemnification. Dealer shall indemnify, hold harmless, and, at AITHR's option, defend AITHR from and against any Losses resulting from any Third-Party Claim that the Dealer Data, or any use of the Dealer Data in accordance with this Agreement,

infringes or misappropriation such third party's Canadian intellectual property rights and any Third-Party Claims based on Dealer's or any Authorized User's (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by AITHR or authorized by AITHR in writing; or (iv) modifications to the Services not made by AITHR, *provided that* Dealer may not settle any Third-Party Claim against AITHR unless AITHR consents to such settlement, and *further provided that* AITHR will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH DEALER'S SOLE REMEDIES AND AITHR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

#### 10. Limitations of Liability.

IN NO EVENT WILL AITHR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER AITHR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL AITHR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO TIMES THE TOTAL AMOUNTS PAID TO AITHR UNDER THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

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#### 11. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date. This Agreement will automatically renew on a monthly basis unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at 30 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:



- (i) AITHR may terminate this Agreement, effective on written notice to Dealer, if Dealer fails to pay any amount when due hereunder, and such failure continues more than 30 days after AITHR's delivery of written notice thereof;
- (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Dealer shall immediately discontinue use of the AITHR IP and, without limiting Dealer's obligations under Section 6, Dealer shall delete, destroy, or return all copies of the AITHR IP and certify in writing to AITHR that the AITHR IP has been deleted or destroyed. No expiration or termination will affect Dealer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Dealer to any refund.

(d) Survival. This Section 11(d) and Section 1, Section 6, Section 7, Section 8(b), Section 9, Section 10, and Section 12 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Order of Precedence. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the

Effective Date; and (iii) third, any other documents incorporated herein by reference.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at their customary business and email addresses (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, with confirmation of transmission if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the 3<sup>rd</sup> day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

(d) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, epidemics, pandemics, including the 2019 novel coronavirus disease (COVID-19) pandemic, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(e) Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

(f) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

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(g) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) Governing Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Alberta or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Alberta.

(i) Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.

(j) Assignment. Dealer may not assign or otherwise transfer any of its rights or delegate or otherwise transfer any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of AITHR. Any purported assignment, transfer or delegation in violation of this Section will be null and void. No assignment, transfer or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections 6 or 7 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(l) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

## **EXHIBIT A**

### **WORK ORDER**

Capitalized terms used but not defined in this the Work Order have the meaning given to those terms in the Agreement.

A. DESCRIPTION OF SERVICES: AITHR provides a vehicle matchmaking tool that matches qualifying vehicles to conditional approvals. Your subscription to AITHRX software includes:

- Access to AITHRX “Consignment” portal (when available)
- Full Dealer Management Software (DMS) integration and onboarding •

Unlimited access to AITHRX "Find Cars" feature

- Unlimited access to AITHRX "Build" portal

B. FEES: Fees are paid monthly in a subscription format on the same date in which they signed up each month. See Section 5(a) for additional payment terms.

C. AUTHORIZED USERS: limited to 5 – as set out in sign-up form and Dealer is to advise if this changes, which may result in an adjustment to the fees

D. THIRD-PARTY PRODUCTS:

- **Canadian Blackbook** - We use an API with Canadian Blackbook to provide real time valuation of vehicles and to decode VIN numbers and identify vehicle information.
- **Carfax** : We use a Carfax integration to allow dealers to purchase carfax reports or see reports that they have previously purchased through Carfax.
- **CDK Global** : We partner with CDK Global to receive up to date inventory information from our dealers.
- **PBS Systems** : We partner with PBS Systems to receive up to date inventory from our dealers.
- **Reynolds and Reynolds**: We partner with Reynolds and Reynolds to get up to date inventory.

**EXHIBIT B**

**SERVICE LEVELS AND RECOVERY**

**Service Levels**

AITHR uses several levels of protection to provide customers with service availability (uptime) of 99.9%.

Scheduled and Regular Maintenance do not constitute un-Availability and are not included in the Availability calculation.

**Recovery**

AITHR provides the following recovery attributes: 8 hours

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**EXHIBIT C**

**SUPPORT**

AITHR Support Helpdesk is available only to the Authorized Representatives and only on Business Days from 9am to 8pm eastern time at:

- E-mail: [support@aithr.ca](mailto:support@aithr.ca)
- Phone Number: + 403-366-9820
- Fresh Desk ticketing system at [[link](#)]

AITHR provides technical support and help on all Services for the following:

- System service interruption/outage
- System service updates/maintenance
- System service behavior that is not in line with what the customer’s users expect
- Support regarding functionality

The following aspects are NOT covered by the Support Helpdesk:

- Requests from third-party provider(s) of the customer
  - Networks, devices, servers and workstations managed by the customer •
- Requests regarding configuration and customization of the Services**

**Response Time**

The Support Helpdesk “Response Time” is defined as the time from when the customer enters the request into the AITHR ticketing system or from when AITHR receives an email or call from the customer to the time when AITHR replies and starts working on the request. The maximum Response Times vary depending on the severity of the incident. The priority for resolution is determined by AITHR evaluating the Dealer’s request as follows:

**Description of Fault Response Time**

**Priority for Resolution**

High	Use of the Services or substantial parts thereof or complete processes are impossible (i.e. login is not possible, or payments cannot be approved)	3 hours
Medium	Use of the Services is substantially impaired, but basic use is possible (i.e. certain reports are not functional, a calculation is not correct, or there are issues inputting transactions)	8 hours

Low	The Services are available but exhibit minor problems not affecting the result (i.e. modules are available, but there are minor effects such as performance problems, graphics are not positioned correctly, or there are issues with displaying data)	at AITHR's discretion
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