TERMS AND CONDITIONS VER: 10/26

1. DEFINITIONS

A. Agreement: these terms and conditions and the Order Form.
B. Australian Consumer Law: means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.
C. Client: the client identified on the Order Form.
D. Documentation: the applicable specifications, manuals, product data sheets, instructions or other documentation relating to the Products, whether in hardcopy or electronic form.
E. Interchange: Hollander database and IP including Interchange part description and Interchange part number and part interchangeability information that describes interchangeability of parts across vehicle makes and models.
F. Hollander: Hollander International Pty Ltd (ACN 123 451 696) a company registered in Australia and having its registered office at Level 1/100 Cubitt St, Cremorne, VIC, 3121, Australia.
G. Order Form: the order form containing, amongst other things, details of the Products to be supplied to Client.
H. Products: all products, including software, and associated services described in the Order Form or contained in or generated by such products, software or associated services including (but not limited to) T4 reports and all other reports and screens exposing Interchange Data.
I. Client Property: means all data submitted by a Client to Hollander via the Products which identifies the Client or the Client's customers and includes, to the extent such data identifies the Client or the Client's customers, the Client's pricing structure, stock levels, margin and profit details, and any key performance indicators that relate to the Client's business and its conduct.
J. Input Data means data that is inputted by Client and submitted via the Products which does not identify the Client or the Client's customers. To avoid doubt, the Interchange and reports generated by Hollander do not form part of the Input Data.
K. All terms defined in the Order Form have the meaning given to them in the Order Form when used in these Terms and Conditions.

2. GRANT OF LICENCE

A. Risk in the physical media on which the Products are recorded shall pass to Client on delivery and Client must keep all such physical media in its possession and control at all times. Title in such physical media shall remain with Hollander. Client is responsible for configuring its own systems appropriately to access and use the Products, and unless otherwise agreed in the Order Form, for installing and using the Products.
B. Hollander grants to Client a personal, non-exclusive, non-transferable limited licence to use the Products in the form provided for Clients' normal internal business purposes (License). Client has no right to grant a sublicense of this Licence.
C. Except to the extent required to be permitted by applicable law, Client shall not (i) sell, transfer or sublicense the Products; (ii) translate, adapt, disassemble, reverse engineer, decompile or copy the whole or any part of the Products, nor arrange or create derivative works based on the Products; (iii) use the Products for the benefit of any third party; (iv) use, link or interface the Products with any equipment, software, data, network or communications system, in any manner or in connection with any function, not specifically authorised by Hollander; (v) remove any copyright notice on the Products; (vi) allow or cause any third party to possess, control or access the Products (or any aspect of the Products), the Documents or the Interchange without Hollander's express prior written consent.
D. Client will provide Hollander with information required by Hollander for Client's registration to allow access to the Products. Client will provide true, accurate and complete information and will promptly notify Hollander of any changes. Client shall be solely responsible for maintaining the confidentiality of the log in credentials for the Products and shall notify Hollander immediately of any known or suspected unauthorised use of its log-in credentials.
E. All rights not expressly granted hereunder by Hollander are expressly reserved to Hollander and/or its licensors.
F. Any modification of the Products by Client shall be a material breach of the Agreement and Client assigns any right, title and interest in such modification to Hollander.
G. Client acknowledges and agrees that Hollander or its licensors or third-party information and content providers (as the case may be) own all right, title and interest in and to the Interchange, software and Documentation associated with the Products. Other than the License granted to the Client in this Agreement, the Client does not have any rights in and to the Interchange, software and Documentation associated with the Products. Hollander or its licensors or third-party information providers (as the case may be) retain all rights, title and interest in and to all of the information, content, data, designs, materials and all copyrights, patent rights, design rights, trademark rights and other proprietary rights (whether registered, unregistered or applied for) inherent in, or relating to, the Products, software, Documents and the Interchange. All rights not

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expressly granted hereunder by Hollander are expressly reserved to Hollander and its licensors and information providers. This Clause 2G does not vest any right (proprietary or otherwise) in the Client Property and Input Data to Hollander or any other third-party.
H. Except to the extent and in the circumstances expressly required to be permitted by law, and without prejudice to any other term or condition of the License, Client shall not, either directly or indirectly, reverse engineer, copy, reproduce, recompile, decompile, disassemble, distribute, publish, resell, sublicense, modify, create derivative works from, or in any way exploit any portion or component of the Products, the Interchange, software or the Documentation (except when intending to obtain information necessary to create an independent program which can be operated with the item of the Products which is to be so decompiled or with another program all in accordance with applicable copyrights, and in such case Client shall first notify Hollander of this fact together with relevant details of its purpose and allow Hollander the right of first refusal to undertake the relevant work which, if accepted, shall be performed on Hollander's standard terms and at Hollander's standard rates). Any modification of the Products, the Interchange, software or Documentation by Client shall be a material breach of this Agreement and any right, title and interest in such modification automatically assigns to Hollander.

3. TERM OF AGREEMENT

A. This Agreement shall commence on the earlier of the date the Products are first used by Client or the Start Date set out in the Order Form, and shall, subject to earlier termination in accordance with its terms, continue for the Initial Term stated on the Order Form.
B. After the Initial Term, this Agreement shall automatically renew for consecutive terms (each, a “Renewal Term”) of one (1) year unless not less than sixty (60) days' written notice of its intent not to renew is provided by one party to the other party, such notice to take effect on the expiration of the Initial Term or any Renewal Term as relevant.
C. Subject to Condition 5A, Hollander may vary any terms or conditions of this Agreement by giving 30 days’ prior written notice (which to avoid doubt, includes notice by email) to the Client. Client may terminate this Agreement during the 7-day period after being notified of a material variation.

4. CONFIDENTIALITY

A. Confidential Information means all information relating to Hollander and the Products including trade secrets, methodologies, supplier lists, customer lists, customer data, cost and price data, financial information, product and business plans, usage rates, the Interchange and any derivations of the Interchange or any report that includes information extracted from or contained in the Interchange. Confidential Information does not include: (i) information which is or becomes generally available in the public domain (other than through any breach of confidence); and/or (ii) information rightfully received by Client from a third person who is under no obligation of confidentiality in relation to the information and who has not obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to Hollander.
B. Client must keep the Confidential Information confidential and must not disclose it to any person except: (i) to those of its employees or technical advisers who need to know for (and solely for) enabling the use of the Products in accordance with the terms of this Agreement; and (ii) to the extent that Client is required to disclose the Confidential Information by law on condition that: Client immediately notifies Hollander in writing on becoming aware of the obligation to disclose (where to do so would not breach the relevant law); and Client limits the information disclosed to the maximum extent permitted.
C. Client acknowledges that the Confidential Information is a trade secret, confidential and may be proprietary to Hollander.
D. Client must use the Confidential Information solely for the purpose of gaining access to, and use of, the Products as permitted by this Agreement, hereinafter the 'Approved Purpose'.
E. Client acknowledges that: (i) a breach of this Condition 4 would be harmful to the business interests of Hollander; (ii) monetary damages alone would not be a sufficient remedy for a breach of this Condition 4; and (iii) in addition to any other remedy which may be available in law or equity, Hollander is entitled to interim, interlocutory and permanent injunctions or any of them to prevent breach of this Condition 4 and to compel specific performance of it.
F. Client will abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Products and/or on the Hollander website, and Client will retain all copyright and other proprietary notices on any forms produced by the Products and any copies thereof, irrespective of the form of such copies.
G. Hollander will treat Client Property as confidential, except as specifically provided for in this Agreement.
H. Notwithstanding the foregoing, Hollander may disclose and provide access to Client Property and/or other Client information as required or compelled by law, by order of a court of competent jurisdiction, or to comply with applicable requirements of any government department or agency or other regulatory authority.
I. Hollander acknowledges that the identity of the Client's customers is confidential information of the Client and will not use Client Property or any part of it for the purposes of making contact with or soliciting or seeking business from any of the Client's customers. Hollander acknowledges that a breach of this Clause would be harmful to the business interests of the Client.

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J. Hollander must not knowingly use or disclose any Input Data in a manner that materially adversely affects the commercial interests of the Client in respect of the operation by the Client of its parts recycling business.

5. FEES & PAYMENT

A. Solera may increase fees upon 30 days' prior written notice at any time. Further, without limiting the foregoing, effective on the first anniversary of the Order and annually thereafter, Fees may be automatically increased by the percentage increase in the consumer price index indicated in the Order, or, if none is indicated, the leading consumer price index in the country of Solera (the "CPI") determined by the percentage change of the CPI for the previous 12-month period. For the avoidance of doubt, the right to a CPI price increase does not expire and Solera may conduct a CPI price increase retroactively for multiple years

B. The Total Initial Fee shall be due as follows: 50% on signature of the Order Form; and 50% on the first day of Product installation or training (whichever occurs first).

C. The first Monthly Fee shall be due on the date the Product is installed and may be prorated to reflect the remainder of the calendar month. Subsequent Monthly Fees are invoiced monthly in arrears.

D. Hollander shall invoice each month for payment in arrears. Hollander will invoice the Client for the Monthly Fees (and any other charges incurred in the month inclusive of any taxes due thereon) in accordance with the Order Form and these Terms and Conditions. All invoices shall be paid by the Client by direct debit twenty one (21) days after the date of the invoice. Hollander may debit Client's nominated account on or after that due date. Client authorises Hollander to direct debit any undisputed outstanding charges from Client's nominated account for this purpose. Unless caused by an omission of Hollander, if the Client fails to pay any amounts due to Hollander by the date due for payment, Hollander shall be entitled to suspend the Client's access to the Products but, only after giving written notice to the Client requiring the Client to remedy the breach within seven days of the service of such written notice and without prejudice to Hollander's rights to claim interest on all overdue amounts from the due date for payment until the date of payment. If Client fails to remedy that breach by the end of that seven day notice period, Hollander shall be entitled to (i) immediately suspend access to the Products; and (ii) claim interest at the rate of 1.5% per month above the cash rate of the Reserve Bank of Australia (but in no event more than the highest interest rate allowable by law) on all overdue amounts from the due date until the date of payment. Client shall pay for costs of collection (including legal costs), if any. If Hollander suspends access to the Products under this Condition 5D, an additional 50% of the Monthly Fee shall be due and payable in order to reconnect the Products.

E. If Client does not agree to pay by Direct Debit, a 5% surcharge will be automatically added to cover administration costs.

F. If the Client chooses to pay the Direct Debit by Credit Card, a surcharge (currently 2.3% for Visa and MasterCard and 4.5% for AME) will be added to the invoice and taken at the point of the transaction. These surcharges may be amended by Hollander.

G. If Client postpones a scheduled installation of the Products, Client shall pay an additional charge as follows (i) 10% of the Total Initial Fee (set out in the Order Form) if Client requests a postponement more than 2 weeks before the scheduled installation date; and (ii) 25% of the Total Initial Fee for any other postponement.

H. Professional services, including custom development, may be provided at Hollander's then prevailing standard time and materials rate in accordance with a mutually agreed upon statement of work.

6. AVAILABILITY AND USE OF THE PRODUCTS

A. If Client postpones a scheduled installation of the Products, Client shall pay an additional charge as follows: (i) 10% of the Total Initial Fee if Client requests a postponement more than 2 weeks before the scheduled installation date; and (ii) 25% of the Total Initial Fee for all other postponements.

B. Hollander will make reasonable commercial efforts to support and make the Products available. If Client and/or its employees have not completed the appropriate training, as determined by Hollander, Hollander reserves the right to: (i) deny access to support; and (ii) charge Client additionally for support resulting from non-training. Hollander training and support services are provided at Hollander's then prevailing rates. Support is provided during Hollander's normal business hours.

C. In order to improve the quality of the Products, Hollander reserves the right to update and modify operation of the Products from time to time. During maintenance or updating, the Products may be unavailable.

D. Hollander reserves the right to discontinue providing any Product (or any part thereof) upon sixty (60) days' prior written notice to Client and in such circumstances, Client's obligation to pay further fees in relation to such Products shall cease, and any sums paid by Client in advance for such Products shall be refunded.

E. Client acknowledges that Hollander will not support any products not supplied by Hollander, and that certain products supplied by Hollander will be supported only if used on hardware purchased from Hollander. Hollander's support services will not include any assistance relating to interruptions, delays, disconnections or other errors involving Client's telecommunications or cable line provider or Client's connection to the internet.

F. Client authorises Hollander to, subject to this agreement and applicable law and on a perpetual basis, (i) use Client Property in the compilation of statistics which do not identify the Client or its customers (which statistics shall be the

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property of Hollander and which Hollander shall have the sole right to use, recompile, reassemble, sell, and distribute), (ii) use and distribute all Input Data or data derived from the Products that does not constitute Client Property and (iii) access Client systems to update, modify and respond to errors in relation to the operation of the Products.
G. Hollander's support services will not include any assistance relating to interruptions, delays, disconnections or other errors involving Client's telecommunications or cable line provider or Client's connection to the Internet.
H. Client will use the Products in accordance with such reasonable rules as may be established by Hollander from time to time as set forth in any documentation furnished to Client by Hollander or set forth on the Hollander website.
I. Client shall be solely responsible for all log-on or other charges associated with the ability to use the Products.
J. Client assumes exclusive responsibility for: (i) the consequences of any instructions Client gives; (ii) Client's failure to properly access or use the Products; and (iii) Client's failure to supply accurate Client Property and Input Data. In addition, Hollander shall use reasonable endeavours to ensure that data mapping and conversion provided under or in connection with this Agreement are performed correctly, however, Hollander gives no warranty and makes no undertaking to that effect and will not be responsible for any loss or damage resulting from its performance of those services.
K. In the event Client's actions or Client's other applications cause any damage, interruptions or corruption to, or otherwise interferes with, the Products and Hollander is required to provide any technical support, including but not limited to reinstalling the Product, such support will be provided at Hollander's then prevailing rates.
L. The Client is and remains the owner of the Client Property. The Client grants to Hollander and its affiliates for the duration of this Agreement a non-exclusive, royalty free licence to use and disclose the Client Property (other than the names and contact details of the Client's customers) to the extent required to provide the Products
M. Client grants to Hollander for the duration of this Agreement the right to collect Input Data. Client grants to Hollander and its affiliates a non-exclusive, perpetual, royalty free licence to access, use, display and disseminate Input Data from the Client's systems including vehicle, part information, inventory and pricing (to the extent such information is not Client Property).
N. When converting Client's existing data into a data format that is compatible with the Products, Hollander shall use reasonable endeavours to convert Client's data into a format that operates with the Products but does not make any warranty in relation to such conversion.
O. Client shall indemnify and keep indemnified Hollander in respect of any claim that Hollander receives from a third party in relation to the use by Hollander of the information from the Client's systems in accordance with the terms of the Agreement, including but not limited to any claim that such use infringes a third party's intellectual property rights.

7. TERMINATION.

A. Either party may terminate the Agreement immediately by notice in writing if the other: (i) has committed a breach of the Agreement and, in the case of a breach capable of remedy, has failed to remedy such breach within 14 days of a written notice requiring it to do so; or (ii) is unable to pay its debts as they fall due or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver, manager, administrator or liquidator appointed over its assets or ceases for any reason to carry on business.
B. Hollander may terminate the Agreement immediately by notice in writing to Client if there is: (i) a significant change in the Client's business; or (ii) there is a change of control so that Client is controlled by a competitor of Hollander. For the purposes of this Condition 7B, 'control' means the ability to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise.
C. Hollander may terminate this Agreement (without giving reasons) by providing the Client 30 days prior written notice to that effect.
D. Upon termination of this Agreement for any reason, Client shall: (i) immediately cease to access and use the Products; and (ii) within 7 days return or at Hollander's written request return or destroy any and all copies of the Products, Documentation, and Confidential Information (including, without limitation, worksheets, documentation, computer program media and CDs) in its possession. Conditions 4, 7D, 10 and 11 shall continue in force notwithstanding termination.
E. Termination of this Agreement (howsoever arising) will not affect the Client's proprietary right to the Client Property. On termination of this Agreement (howsoever arising), Hollander shall (at the Client's cost) (i) return the Client Property and the Input Data to the Client within 14 days of termination and (ii) at the request of the Client, destroy any and all copies of the Client Property that remain in its possession. Notwithstanding the provisions of this clause, Hollander may retain information and compilations generated from Client Property (including copies of the Input Data) provided that such information does not identify the Client or any of its customers.

8. FORCE MAJEURE

A. Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement and includes war, terrorism, riot or civil commotion, strikes, lock outs or other industrial action, acts of or restrictions imposed by government or public authority, failures of supply of services, software or hardware systems or networks, explosion, fire, flood, natural disaster and breakdown or failure of equipment.

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B. A party will not be liable if delayed in or prevented from performing its obligations under the Agreement due to Force Majeure, provided that it promptly notifies the other of the Force Majeure. If, due to Force Majeure, a party is unable to perform a material obligation and/or is delayed in or prevented from performing its obligations for more than 30 days, either party may terminate the Agreement on notice. The provisions of this Condition 8B shall not be relied upon in relation to the inability to pay.

9. GOODS AND SERVICES TAX

A. Words or expressions used in this Condition 9 that are defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act") have the same meaning given to them in that Act.
B. Unless otherwise stated, any amount specified in the Agreement as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.
C. If a party makes a taxable supply under the Agreement ("Supplier"), then the recipient of the taxable supply ("Recipient") must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.
D. Notwithstanding the foregoing, the Recipient is not obliged under the Agreement to pay the amount of any GST payable until the Supplier provides it with a valid tax invoice for the taxable supply.
E. If an adjustment event arises in relation to a taxable supply made by a Supplier under the Agreement, the amount paid or payable by the Recipient pursuant to Condition 9(C) will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.
F. If a third party makes a taxable supply and the Agreement requires a party to the agreement (the "payer") to pay for, reimburse or contribute to ("pay") any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.
G. This Condition 9 does not merge on completion and will continue to apply after expiration or termination of this Agreement.

10. WARRANTY AND LIABILITY

A. The Australian Consumer Law (and similar legislation) provides consumers with a number of protections and consumer guarantees that cannot be excluded, restricted or modified by agreement.
B. Nothing in this Agreement shall apply to the extent that it limits or excludes any consumer guarantee, implied condition, implied warranty or other statutory provision where to do so would contravene the relevant statute or cause a term of this Agreement to be void. Without limitation, Hollander does not limit or exclude its liability for: (i) death or personal injury caused by its negligence (or the negligence of its employees, agents or subcontractors); (ii) fraud or fraudulent misrepresentation; (iii) breach of any of the consumer guarantees provided to consumers under Division 1 of Part 3-2 of the Australian Consumer Law; or (iv) any other implied conditions or warranties which cannot be limited or excluded by applicable law.
C. Hollander warrants that the Products will substantially conform to their specifications as represented in the applicable Documentation under normal use and circumstances. All other implied warranties, terms, conditions and obligations are hereby excluded to the fullest extent permitted by law.
D. Subject to Condition 10B, Hollander shall not be liable to Client for: (i) loss or damage arising as a result of any error, omission or inaccuracy in any part of the Products where such error, omission or inaccuracy arises as a result of use of third party content or market intelligence or a reasonable interpretation of such third party content or market intelligence; (ii) incomplete or incorrect Client data; (iii) obvious or manifest error; (iv) loss or damage arising from a failure to use the Products strictly in accordance with the terms of the Agreement; (v) loss of profits, loss or corruption of data or information and/or loss of contracts; (vi) any kind of special, indirect, consequential or pure economic loss whether arising from negligence, breach of contract or howsoever caused and whether or not Client notified Hollander of the possibility of the same; (vii) any loss or damage arising from a failure to ensure software compatibility with hardware and/or other software or Client's failure to carry out appropriate virus checks; and/or (viii) third party claims of any kind. The parties agree that the provisions of this Condition 10D are severable.
E. Subject to Condition 10B, if Hollander is held to be liable to Client for any reason, Hollander's aggregate liability to Client under the Agreement (whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall not exceed the fees paid by Client to Hollander under the Agreement during the 3 months preceding the date on which the claim arose.

11. GENERAL

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A. Each party warrants that, to the extent it stores or processes any personal information (as defined in and subject to the Privacy Act 1988 (Cth)) on behalf of the other party it shall store or process such personal information in accordance with the instructions from the other party and in accordance with the Privacy Act 1988 (Cth). Each such party must have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of that personal information and against accidental loss or destruction of, or damage to, that personal information.

B. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire Agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. Except as set out in this Agreement, this Agreement shall not be modified in any way except by a writing signed by both parties.

C. This Agreement may not be assigned by Client, in whole or in part, without the prior written consent of Hollander.

D. If any provision of the Agreement (or portion thereof) is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

E. The individuals entering into this Agreement on behalf of Hollander and Client hereby represent and warrant that they are duly authorised by all necessary action to enter into this Agreement on behalf of their respective principals.

F. Notices under this Agreement shall be in writing and shall be forwarded by recorded mail and sent to Hollander or Client (as the case may be) at the addresses set forth on the Order Form or to any other address designated in writing hereafter. Any notice to Hollander shall be sent Attention: Chief Financial Officer, and shall include a copy to the Legal Department, Attention: General Counsel. Hollander may from time to time provide a notice to the Client by email sent to the Client's email address set out in the Order Form or a subsequently notified email address.

G. This Agreement shall be governed by, and construed in accordance with, the laws of Victoria. Each party submits to the exclusive jurisdiction of the courts of Victoria in respect of any proceedings arising out of or in connection with this Agreement.

Signed:	**Signed:**
Name:	**Name:**
For and on Behalf of:	**For and on Behalf of:**
Date:	**Date :**

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