

DNS TECHNOLOGY PTY LTD (DNS)
(ACN 075 071 902)

RepairConnection ePRICE: LICENCE & SERVICE AGREEMENT

The grant of this licence is conditional upon you agreeing to the terms and conditions which appear below. Do not use the Licensed Product until you have read and accepted all of the terms and conditions. By using the Licensed Product you agree that this Agreement constitutes the entire agreement between you and DNS and replaces all prior agreements between you and DNS

1 DEFINED TERMS

1.1. In this Agreement:

- (a) “LICENSE FEE” means the monthly fee payable to access and use the Licensed Product;
- (b) “QUOTEPLUS APPLICATION” means the body shop management software developed by DNS for use by Smash Repairers;
- (c) “LICENSED PRODUCT” means the ePrice software owned by DNS and licensed to you via the Quoteplus application software developed by DNS or via the www.repairconnection.com.au website and including;
 - (i) the CD-ROM or other supply medium;
 - (ii) all printed material accompanying the CD-ROM or other supply medium; and
 - (iii) any updates or new releases of the Licensed Product supplied to you.
- (d) “EPRICE SUPPLIER” means a motor vehicle parts supplier who has an agreement with DNS to use the Licensed Product and ePrice service.
- (e) “EPRICE REPAIRER” means a motor vehicle smash repairer who has an agreement with DNS to use the Licensed Product and ePrice Service.
- (f) “EPRICE NETWORK” means the integrated system of computer equipment, software and telecommunication facilities that comprise the infrastructure which allows DNS to provide the EPrice Service to EPrice Repairers and EPrice Suppliers;

- (g) “EPRICE SERVICE” means a service whereby repairers may price and order motor vehicle components from a EPrice Supplier utilising:
 - (i) the Licensed Software; and
 - (ii) the EPrice Network;
- (h) “THIRD PARTY SOFTWARE” means such other software that is not developed by DNS but is required from time to time to use the EPrice Service.

2 **DNS GRANTS YOU A LICENCE**

2.1 DNS grants you a non-exclusive, non-transferable, single site licence to:

- (a) install any software component of the Licensed Product in accordance with the terms and conditions of this Agreement;
- (b) use the Licensed Product and access and use the EPrice Network in accordance with the terms and conditions of this Agreement for the purpose of evaluating the EPrice Service for the period set out in clause 3.1 (the “Evaluation Licence”); and
- (c) subject to the payment of applicable fees, use the Licensed Product and access and use the EPrice Network in accordance with the terms and conditions of this Agreement for the term of this Agreement (the “Commercial License”).

3 **WHAT IS THE TERM**

3.1 The Evaluation License will commence from the date you first use the EPrice Service and will continue for 30 days.

3.2 Subject to the payment of applicable License Fees, the Commercial License will commence from the expiration of the Evaluation License and continue until terminated in accordance with this Agreement.

4 ABOUT THE EPRICE SERVICE

4.1 You acknowledge that:

- (a) DNS does not act as an agent of any EPrice Repairer or EPrice Supplier and that DNS acts solely as a provider of the EPrice Service;
- (b) any agreement to purchase or supply any motor vehicle components or accessories as a result of the use of the EPrice Service is an agreement between you and the other party involved in the service transaction and not with DNS and may be subject to other terms and conditions; and
- (c) DNS will not be responsible for the resolution of any dispute in relation to any agreement formed by using the EPrice Service by any EPrice Repairer or EPrice Supplier. Any dispute must be resolved according to law.

5 UPDATES OF THE LICENSED PRODUCT

5.1 Where in the absolute opinion of DNS, DNS supplies you with an update or new release of the Licensed Product the terms and conditions of this Agreement will extend to such update or new release.

6 WHAT YOU MAY DO

6.1 This licence entitles you to:

- (a) use the EPrice Service for the purpose it was provided to you.
- (b) If applicable, make one copy of the software component of the Licensed Product only for the purposes of back-up, provided the copy:
 - (i) refers to the Licensed Product; and
 - (ii) includes the copyright notice in the Licensed Product.

7 **WHAT YOU MUST NOT DO**

7.1 Other than as expressly provided in this Agreement, you must not :

- (a) use the EPrice Service for any purpose other than as set out in clause 7.1(a);
- (b) other than as set out in clause 7.1(b), copy, reproduce, translate, adapt, vary or modify the Licensed Product;
- (c) reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile in whole or in part the Licensed Product;
- (d) distribute, rent, lease, sell, charge, sub-licence, assign, transfer or otherwise deal with the Licensed Software or the EPrice Service;
- (e) rely solely upon any information obtained through the EPrice Service; or
- (f) do anything which impairs the use of the EPrice Service by DNS or any other person or party.

8 **WHAT YOU MUST DO**

8.1 It is your responsibility to:

- (a) provide and maintain all hardware and Third Party Software necessary to use the Licensed Product and access the EPrice Network;
- (b) install and maintain adequate virus protection software as DNS will not be responsible for any damage or loss caused by any virus;
- (c) pay any telecommunication charges incurred by you in the use of the Licensed Product and the EPrice Network;
- (d) ensure that only your employees and agents use the Licensed Product or the EPrice Network and are aware of the relevant terms of this Agreement; and
- (e) assess for yourself the accuracy, reliability and completeness of any information obtained using the EPrice Service.

9 **WHAT WARRANTIES ARE SUPPLIED**

- 9.1 DNS warrants that it will use its best endeavours to ensure that the Licensed Product is free from defects in manufacture.
- 9.2 You understand and agree that DNS does not warrant that:
- (a) the Licensed Product is or will be complete or free from all errors and you acknowledge that the existence of any such error does not constitute a breach of this Agreement;
 - (b) the Licensed Product is fit for any purpose, whether or not that purpose has been advised to you by DNS;
 - (c) any motor vehicle components priced or purchased from an EPrice Supplier by an EPrice Repairer using the EPrice Service will be:
 - (i) fit for the purpose;
 - (ii) safe for the purpose intended;
 - (iii) of merchantable quality;
 - (iv) of any particular quality or standard;
 - (v) authentic, original, new, authorised or suitable;
 - (vi) the cheapest available;
 - (vii) accurately described or the correct motor vehicle component required;
or
 - (viii) as described by the EPrice Repairer or EPrice Supplier.
- 9.3 You agree to make your own enquiries and satisfy yourself as to all relevant matters in ordering or supplying correct motor vehicle components using the EPrice Service including but not limited to the matters which DNS does not warrant as are set out in clause 10.2.
- 9.4 You understand and agree that DNS does not accept responsibility or liability for any motor vehicle components priced, ordered, or supplied by you using the EPrice Service.
- 9.5 Other than as contained herein, and to the extent permitted by law, all express or implied warranties in respect of the EPrice Service, are hereby excluded. In the event

that any statute implies terms into this Agreement which cannot be excluded, such terms will apply to this Agreement. However, the liability of DNS for breach of any such implied term will be limited, at the option of DNS, to any one or more of the following:

- (a) if the breach relates to goods supplied by DNS:
 - (i) the replacement of those goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services supplied by DNS:
 - (i) supplying those services again; or
 - (ii) the payment of the cost of having the services supplied again.

9.6 The provision of Clause 10.5 are limited to goods and service supplied by DNS eg. the Licensed Product. DNS is not responsible for goods or service supplied by an EPrice Supplier.

10 **COMMUNICATING USING THE EPRICE NETWORK**

10.1 DNS does not warrant that:

- (a) any message to or from you or anyone using the EPrice Network has not been altered in transmission;
- (b) any message to or from an EPrice Supplier or EPrice Repairer using the EPrice Network and EPrice service will be received by the intended recipient; or
- (c) the EPrice Network will be accessible, uninterrupted or error free at all times.

11 **DNS LIMITS ITS LIABILITY**

11.1 Subject to clause 10.5, DNS' liability to you in contract, tort, statute or in any other way (whether arising from negligence or otherwise) for any damages or loss of any kind whatsoever (including, without limitation any liability for consequential loss), sustained by you or for any costs, charges or expenses incurred by you in connection with any failure by DNS to perform any obligation under this Agreement or any act or omission or failure, (and whether negligent or not) of DNS, its officers, employees, agents and independent contractors is limited to an amount equal to the monthly License Fee paid in respect of use of the EPrice Service.

12 **HOW DOES THIS AGREEMENT END**

12.1 This Agreement will end immediately upon written notice to you by DNS if:

- (a) DNS ceases to operate the EPrice Service;
- (b) you fail to pay any applicable license fees within the time prescribed by DNS;
- (c) you breach any provision of this Agreement;
- (d) you do anything, which in the absolute opinion at DNS does or may impair the use of the EPrice Service by any person.
- (e) any corporate or legal action is taken for your winding up, dissolution, liquidation or for the appointment of a controller, receiver, administrator, office manager, trustee or similar officer.

12.2 For the purposes of Clause 13.1 (b) time will be of the essence.

13 **COPYRIGHT AND INTELLECTUAL PROPERTY**

13.1 You acknowledge that:

- (a) the Licensed Product and the RepairConnection website are protected by copyright; and
- (b) this Agreement does not transfer title or ownership to you in the Licensed Product or the RepairConnection website.

14 **CAN DNS VARY THIS AGREEMENT**

14.1 DNS may, from time to time, upon notice in writing to you vary this Agreement. The varied Agreement will become effective upon notification to you.

15 **WHAT LAW GOVERNS THIS AGREEMENT?**

15.1 This Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties irrevocably submit to the exclusive jurisdiction of the Courts of that State.