

## SOFTWARE SCHEDULE

29 January 2021v1.0

The terms of this Schedule (the “Software Schedule”) apply in addition to the Master Terms to all Software provided to Client and this Software Schedule shall adopt the defined terms contained therein.

### 1. SCOPE

- 1.1. This Schedule applies whenever Client licenses Software and requests any Services related thereto. Capitalized terms used in this Schedule but not defined in clause 9 below are defined in the Master Terms.
- 1.2. In some cases, additional or modified rights to those provided in this Schedule will be included in an Order Form.

### 2. DELIVERY, INSTALLATION AND HOSTING

- 2.1. Delivery. First Tack will use reasonable endeavours to make the Software available to Client (including, where applicable, issuing an electronic key for activating the Software) on the date specified on the Order Form or, where there is no such date, within a reasonable period from the date that the Order Form is binding on the parties. First Tack may make the Software available by requiring Client to retrieve it or by delivering it to Client via an electronic method. Within thirty (30) days of the Software being made available to, Client shall notify First Tack in writing of any defective delivery media. First Tack shall replace, without charge, any defective media. To the extent permitted by the Agreement, Client is responsible for duplicating and distributing the Software to any User or Authorised Position.
- 2.2. Operating Specifications, Installation and Hosting. First Tack will provide Client with the operating specifications and installation instructions for the Software. Where First Tack, one of its affiliates, or a Third-Party engaged by First Tack hosts the Software, Client agrees that: (a) First Tack or its affiliates or its Third-Parties shall be responsible for installation of all applicable Software, Upgrades and Updates on the First Tack or Affiliate or Third-Party systems, provided that such installation may be subject to an additional Charge; and (b) First Tack may give less notice of change than those set out in the Master Terms.
- 2.3. Certificate. If requested by First Tack, Client will sign a certificate confirming availability, installation and/or acceptance of the Software.

### 3. ACCEPTANCE

Acceptance occurs when First Tack first makes the Software available to Client for delivery in accordance with clause 2.1.

### 4. USAGE PERMISSIONS AND RESTRICTIONS

- 4.1. Software. Subject to the terms of the Agreement, First Tack permits Client on a limited, non-exclusive, non-transferable basis, to install and use the number of Authorised Positions of the Software in the specified operating environment at the Authorised Locations solely for its own internal business purposes. Client shall not transfer any of the Software to any locations other than the Authorised Locations without the prior written consent of First Tack, which shall not be unreasonably withheld, provided that: (i) after the transfer, the number of Authorised Locations and number and type of Authorised Positions does not exceed that permitted in the Order Form; and (ii) Client agrees to pay any applicable Charges, or comply with any additional terms, that may apply as a result of such transfer. Unless otherwise stated in the Order Form, Client’s license is limited to a single production copy of the Software and a reasonable number of non-production copies for use in training, testing, and backup or disaster recovery activities.
- 4.2. Development Software Where the Order Form expressly provides that the Software being licensed is ‘Development Software’: (a) Client may use Development Software solely for the purpose of developing or modifying the Client Products to interface with First Tack’s or its Affiliates’ products. Client Products may not be sublicensed to third parties without First Tack’s written consent; and (b) where First Tack consents to the sublicense of Client Products, then Client may sublicense a version of Development Software in object code form solely as an integrated part of the Client Products, provided that: (i) the Sublicense User can directly link to or use the Development Software only as part of and in connection with the Client Products, and Client will contractually prohibit any other use (including further sub-licensing); (ii) Client will not make any representations, warranties or commitments about the Development Software and will not provide Sublicense Users with any Documentation related to the Development Software; and (iii) if First Tack terminates an Order Form for the Development Software as a result of Client’s breach, then Client will immediately remove or procure the removal of all Client Products that include or were developed using Development Software. Client shall be responsible for any failure of Sublicense Users to comply with the terms of such agreement.
- 4.3. Back-Ups. Client may take up to two back-up copies of Software provided as part of the Services per location where Client is authorised to have the Software installed. Unless otherwise stated on the Order Form, back-ups may not be installed to the extent the main production system is live, other than for testing.
- 4.4. License Level. Unless otherwise set out on the Order Form the License Level for Software shall be “Named User” and Client shall ensure that no more User IDs than the number of Named User licenses set out on the Order Form are provided to any individuals and that the User IDs are not transferred from one individual to

another. Without prejudice to the foregoing, to clarify, where an individual Named User's User ID and password are deactivated and provided that the Fees have not been reduced as a result of such deactivation, Client may reassign such Named User access to a new User without incurring additional Fees. When the Order Form further identifies the User license is qualified as "Full", "Contributor", "Consumer" "Limited" or similar naming designations, such User will be limited to the functionality identified in the Documentation as available to that designated license qualification.

## 5. RECORD KEEPING AND REPORTING

- 5.1. Records and Reports. With respect to the Software, Client shall maintain, during the term of the Order Form, and for a minimum of three (3) years following termination, adequate records relating to its Users' and where applicable, Sublicensed Users' use of the Software, including the number of Users and Authorised Positions, the sites where the Software is used, and any Charges associated with the use of the Software. Upon First Tack's written request, Client shall provide First Tack with a report detailing the above.
- 5.2. Reporting and Fees. If Client is required to pay any on-going usage-based Charges, Client will provide electronic quarterly reports relating to such Charges to First Tack (in sufficient detail and in the format reasonably required by First Tack). Reports covering the prior calendar quarter will be provided to First Tack within 15 days following the end of that quarter, along with payment of any Charges due to First Tack.

## 6. SOFTWARE SUPPORT

- 6.1. Support and Exclusions from Support. While clause 9 (Support) of the Master Terms applies to the Software, clause 6.2 of this Software Schedule describes the additional support that applies when the Client orders Software Support which is specified in an Order Form.
- 6.2. Software Support. Subject to the terms of the Agreement, and where specified in an Order Form, First Tack will provide Software Support for Software. Software Support for Software purchased on a perpetual license basis is subject to Fees and is provided for the term specified on the Order Form. Software Support consists of First Tack providing Client with the relevant services at the commencement of the term relating to the Support Services, subject to any changes to Software Support managed in accordance with this Software Schedule and First Tack's service level targets details of which may be found at <https://myautoaudit.com/support/terms-of-business/>.
- 6.3. Client Products. Client will be responsible for providing all necessary support for Client Products and/or to Users or Sublicense Users of Client Products. Client acknowledges that First Tack will not directly support any Client Products, and that Client is responsible for all communications with Users or Sublicense Users.
- 6.4. Transferred Software. If Client transfers Software in accordance with the Agreement, First Tack may require Client to contract separately for Software Support at such location to the extent First Tack (or the relevant First Tack Affiliate) is able to provide it there. If First Tack is unable to do so, First Tack may terminate Software Support with respect to the transferred Software.
- 6.5. Reinstatement fees. If the Software Support is terminated, and the Client wishes to have it reinstated, First Tack may apply reinstatement fees in addition to the standard Fees for Software Support.

## 7. CHANGES AND OBSOLESCENCE

- 7.1. Changes. Clause 10 (Changes) of the Master Terms applies to Software and Software Support. However, the reference to clause 11.2 (Obsolescence) of the Master Terms shall be replaced with a reference to clause 7.2 of this Software Schedule.
- 7.2. Obsolescence. Clause 11.2 of the Master terms does not apply to Software. First Tack may obsolete: (i) a prior version of a Software product on at least six months' prior notice following the general availability of an Update or Upgrade (whether designated with the same name or not); and (ii) any Software product as a whole or any Software Support on at least 24 months' prior notice or when First Tack receives notice from the Licensor that any Software product as a whole or any Software Support is being made obsolete, whichever period is shorter. First Tack will have no obligation to provide or support obsolete Software products or versions of Software products at the end of such notice periods. The Agreement will continue to apply in the case of version obsolescence described in (i) but shall terminate in relation to a Software product obsolescence described in (ii) above.

## 8. SURVIVAL OF TERMS

Clause 5 of this Software Schedule shall survive termination of the Agreement or any applicable Order Form, along with any others that by their nature should survive.

## 9. DEFINITIONS

**Authorised Location** is the location(s) specified on the Order Form.

**Authorised Positions** means the Authorised number and type of positions or devices for an item of Software and the License Levels specified on the Order Form. A position or device may be defined in an Order Form

as a single computer (workstation, terminal, pager, cellular phone or digital assistant), server, router or any similar device or a user. Each processor in each such device constitutes a separate Authorised Position.

**Client Products** means the software programs marketed under Client's name and developed by Client using the Development Software, and which add significant and primary functionality to the Development Software.

**Development Software** means the Software used to develop interfaces with First Tack's or its Affiliates' or its Third-Partys' products and indicated as such on the Order Form.

**Documentation** - the user manuals and other documentation and technical information that First Tack makes generally available in relation to the Software, whether in electronic form or otherwise.

**Embedded Software** means those elements of Development Software (the proprietary development tools, application program interfaces (APIs), library files, calls nomenclature or protocols and other proprietary components) which are intended for redistribution to Users or Sublicense Users.

**License Level** - means the level of license purchased by Client in relation to Software as set out and more particularly described on the Order Form including, but not limited to, under the headings "License Type", "Business Activity", "Quantity" and, if applicable, "Number of Permitted Records".

**Module** - means the License Level limitation to a defined subset of Software functionality, whether delivered as a separate bundle of software code or included in a larger Software delivery. When an Order Form designates a License Level specifying a Module, Client's Users are limited to the Module's functionality within the Software only.

**Software Support** is the service First Tack supplies as specified on the Order Form and which is further defined in clause 6.2 of this Schedule.

**Software** means Software designated with the service type "Software" or "Third Party Software" (as applicable) or otherwise specified as being governed by this Software product or service from First Tack as set out in the Order Form. Software includes the object code version only and any associated Documentation, Updates and Upgrades (to the extent applicable) provided by First Tack in connection with the Software.

**Sublicense Users** means any entity or person which receives a Client Product.