Terms of Use for Tractable for Repair Shop Service

The following are the Terms of Use for the Tractable for Repair Shop Service. Together with all associated schedules, the "Agreement". The Tractable for Repair Shop Service is provided by **TRACTABLE INC.**, a corporation organized under the laws of Delaware (**"Tractable"** or "**Supplier**"). By agreeing to these Terms of Use, you confirm that you are an auto repair or body shop operating in the United States or Canada, and that you are an authorized representative of said shop. ("**Customer**").

By using our services, you agree to these Terms of Use, which include a mandatory arbitration provision. This means that any disputes between you and Supplier must be resolved through binding arbitration, and you waive your right to file a class action lawsuit.

1. DEFINITIONS AND INTERPRETATION

1.1. The definitions and rules of interpretation set out in Schedule 1 apply to these terms of use and the associated Schedules.

2. PROVISION OF THE SERVICES

2.1. In consideration of the payment of the fees and subject to the terms and conditions of this Agreement, Supplier shall provide the Services as set forth in this Agreement. A description of the Services is provided as Schedule 2.

2.2. Customer acknowledges and agrees that Supplier and its licensors own all Intellectual Property Rights in the AI System, Products, Supplier Materials and Software. Except as expressly stated otherwise in this Agreement, Customer is not granted any rights to, or in, any Intellectual Property Rights in respect of the AI System, Products, Supplier Materials and Software.

2.3. Supplier and its licensors will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the AI Services (including the Products and AI System) any enhancement requests or feedback provided by Customer, so long as Customer is not identified in any way as the source of such feedback. For the avoidance of doubt, Supplier is not obliged to implement any such enhancement request or feedback.

2.4. Customer acknowledges that the Services (and parts of the AI System) may be provided on Supplier's behalf by its Affiliates, but Supplier shall remain responsible for the acts or omissions of its Affiliates.

3. SUPPLIER OBLIGATIONS

3.1. Supplier shall:

3.1.1. perform the Services in a diligent, orderly and business-like manner with due skill and care in accordance with this Agreement; and

3.1.2. perform its obligations under this Agreement in compliance with all applicable laws.

3.2. Subject to clause 4.3, Supplier will provide the Services in accordance with the Service Description.

3.3. Supplier will not be liable for any breach of clause 3.2 to the extent any breach is caused by: (a) Customer's breach of this Agreement; (b) use of the AI Services contrary to Supplier's instructions; or (c) modification or alteration of the AI Services by any party other than Supplier or authorized Supplier Personnel. Subject to clause 9, Supplier's obligation under this clause 3.3 shall be Customer's sole and exclusive remedy for any breach of clause 3.2.

3.4. Without limitation to clause 14.1 (Force Majeure), Customer acknowledges that Supplier has no direct control over the availability of bandwidth over the entirety of the internet and that, while Supplier will use such endeavors as Supplier deems appropriate to facilitate the AI Services, Supplier will not be responsible for delays caused by such unavailability.

4. CUSTOMER'S OBLIGATIONS

4.1. Customer shall not, and shall not permit any third party to:

4.1.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, attempt to copy, decompile, reverse engineer, disassemble, decrypt, duplicate, modify, create derivative works from or distribute all or any portion of the AI Services, Products, Supplier Materials, Software or Service Description;

4.1.2. access, develop, supply or market all or any part of the AI Services to build a product or service which replicates, competes with or is substantially similar to the AI System; or

4.1.3. attempt to undertake any security testing of the AI System without Supplier's prior written consent.

4.2. Customer shall:

4.2.1. ensure that the Authorized Users comply with the terms of this Agreement, and will be responsible for any acts and omissions of the Authorized User as if committed by Customer itself;

4.2.2. handle all personal information transmitted to it in a manner consistent with all applicable laws and regulations;

4.2.3. provide Supplier with all reasonable co-operation in relation to this Agreement and access to such information as may be reasonably required by Supplier in order to provide the Services;

4.2.4. ensure that the Authorized Users comply with any acceptable use policies specified or provided by Supplier from time to time for the AI Services or particular Products;

4.2.5. use its best endeavors to prevent any unauthorized access to, or use of, the AI Services and shall notify Supplier

promptly of any such unauthorized access or use;

4.2.6. maintain sufficient licenses to any software (from third parties or licensed by Supplier separately to this Agreement) operated using or in conjunction with the AI Services;

4.2.7. maintain adequate internet connections and technical capabilities to access and use the AI Services. Customer acknowledges that as between the Parties, it is solely responsible for ensuring that its firewalls, security and privacy systems and settings, and other plug-ins or applications, do not interfere with or restrict Customer's, or its Authorized Users', access and use of the AI Services, and Supplier and Supplier Personnel will have no responsibility or liability in relation thereto;

4.2.8. provide such personnel assistance as may be reasonably requested by Supplier from time to time;

4.2.9. comply with all applicable laws and regulations with respect to its activities under this Agreement;

4.2.10. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the Parties, Supplier may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary; and

4.2.11. undertake appropriate back-ups to its data and to secure media with such regularity and in such a manner so as to ensure that it can restore such data and media in the event of data loss or corruption from any cause.

4.3. Neither Party shall (and Customer shall ensure that its Authorized Users do not) store, distribute or transmit any virus, or any material, information or data through the AI Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activities.

5. FEES AND PAYMENT TERMS

5.1. Supplier will invoice Customer for the Fees and Customer shall pay the Fees to Supplier in accordance with this clause.

5.2. Customer shall pay all sums due to Supplier via the credit card information provided to Supplier's third party intermediary for credit card payments.

5.2.1. If Customer is paying the Fees using a credit card or any digital payment method, Customer authorizes Supplier to charge Customer's account for any Fees, including any applicable Sales Taxes, using that payment method.

5.2.1.1. Customer represents and warrants to Supplier that any payment information is true and that you are authorized to use the payment instrument.

5.2.1.2. Any notice from Customer changing its billing account will not affect charges Tractable submits to Customer's billing account before Tractable reasonably can act on Customer's request.

5.2.1.3. Tractable uses a third-party intermediary to manage credit card processing, and this intermediary is not permitted to use Customer's credit card information except in connection with Customer's authorized purchases. Notice (including email) from Tractable's third-party credit card processor declining Customer's credit card or otherwise relating to Customer's account will be deemed valid notice from Tractable.

5.3. Sums shall be paid in full without set-off or deduction. Supplier reserves the right to make provision of the Services subject to receipt of payment of the Fees.

5.4. Save as expressly provided in this Agreement, all sums paid by Customer are non-refundable.

5.5. All sums due to Supplier under or in relation to this Agreement are exclusive of any Sales Tax which will be calculated and charged in addition in accordance with the billing address provided by Customer and the relevant regulations in force at the time of making the relevant taxable supply and shall be paid by Customer, in addition to any foreign, use and/or withholding taxes related to Customer's receipt of the Services provided, in full at the same time as payment is due under the relevant invoice.

5.6. If Customer is or may be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of any payment due to Supplier pursuant to this Agreement and Supplier is unable to reclaim or recover that deduction through the exercise of reasonable efforts, the sum payable to Supplier will be increased by the amount necessary to yield to Supplier an amount equal to the sum it would have received had no withholdings or deductions been made.

5.7. If Customer fails to make any payment in accordance with this Agreement, Supplier shall (without prejudice to its other rights and remedies) be entitled to:

5.7.1. charge interest on the overdue amount at the lesser of the maximum rate allowed by law or a rate of 5% per month, compounded on a monthly basis, from the date on which such amount fell due until payment, whether before or after judgment; and/or

5.7.2. suspend Customer's and the Authorized Users' access to and use of the AI Services until payment is made by Customer in accordance with this Agreement.

5.8. Customer must keep all information in its billing account current to ensure that all Fees are charged to the appropriate account and are timely paid. If Customer notifies Tractable to stop using a previously designated payment method and fails to designate an alternative, Tractable may immediately suspend use and access to the Services.

5.9. The Fees are set forth at the time of signup, may be altered with at least 30 days advance notice to Customer. Additionally, Customer may be liable for additional charges as set forth in Schedule 2.

6. CUSTOMER DATA, OUTPUT AND DATA PROTECTION

6.1. Customer will own all rights, title, and interest in and to all Customer Data and will at all times have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data and for ensuring that its use does not infringe the rights of any third parties.

6.2. Subject to clauses 2.2 and 4.1, Supplier provides to Customer a non-exclusive, non-transferable, perpetual license to use the Output for the purposes set forth in the Description of Services.

6.3. Customer hereby grants to Supplier and Supplier Personnel, on and subject to the terms and conditions of this

Agreement, a non-exclusive, perpetual, irrevocable license to use Customer Data for the purpose of:

6.3.1. providing the AI Services and the exercise of Supplier's rights under this Agreement, including anonymization of Customer Data, (together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent necessarily required for the performance of Supplier's obligations) and for any requirements ancillary to the provision of the AI Services (including any data analytics and service modeling specified in the Service Description); and

6.3.2. improving Supplier's existing products and/or services, developing new products and/or services and creating demonstrations of Supplier's products and/or services provided always that any such Customer Data is de-identified in accordance with Supplier's data anonymization policy ("**Anonymized Data**").

6.4. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for Supplier to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data where such back-ups are made by Supplier. Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by Customer, its Authorized Users, Customer's Affiliates or any third party (except those third parties sub-contracted by Supplier to perform services related to Customer Data hosting and back-up, in which case Supplier's liability will be subject to the limitations and exclusions set out in this Agreement, including those set out in this clause 6 and clause 9).

6.5. Each Party shall at all times comply with good industry practice relating to data protection, and implementation and maintenance of information security policies, processes and (subject to clause 6.4) back-up systems.

7. CONFIDENTIALITY

7.1. Each Party shall:

7.1.1. only use (including making copies of) Confidential Information in connection with and to the extent necessary for the purposes of this Agreement;

7.1.2. not disclose the Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with clauses 7.2 and 7.3; and

7.1.3. keep all Confidential Information secret and securely protected against theft or unauthorized access.

7.2. Customer may disclose Confidential Information to those of its Authorized Users who need to know such Confidential Information in order to receive the benefit of the AI Services, provided that Customer informs all Authorized Users that the Confidential Information is confidential.

7.3. The Receiving Party may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by law, regulation, or similar authority. In those circumstances the Receiving Party shall (to the extent practical and lawful to do so) notify the Disclosing Party in writing as soon as practicable before the disclosure and use all reasonable endeavors to consult with the Disclosing Party with a view to agreeing the timing, manner and extent of the disclosure.

7.4. All Confidential Information will remain the property of the Disclosing Party and the Disclosing Party reserves all rights in its Confidential Information. Nothing in this Agreement or the disclosures envisaged by this Agreement will (except as expressly agreed otherwise in this Agreement) operate to transfer, or operate as a grant of any licenses or right to use, any Intellectual Property Rights in the Confidential Information.

7.5. The Parties' obligations under this clause 7 will continue in force notwithstanding the termination or expiry of this Agreement.

7.6. Each Party acknowledges that damages alone would not be an adequate remedy in the event of breach by the other Party of the provisions of this clause 7. Accordingly, it is agreed that either Party will be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this clause 8 by the other Party, without prejudice to any other rights and remedies which that first Party may have.

8. MARKETING

8.1. Unless otherwise agreed, neither Party shall make any announcement or release any marketing or advertising materials, including on-line promotion, that refers to the other Party, its products or services without the prior written approval of the other Party. Each Party shall respond to any such request for approval within 14 days and any such approval shall not be unreasonably withheld.

8.2. Each Party may list the other Party's name and logo on its website and other external-facing marketing materials provided that such listing is in accordance with any reasonable brand guidelines provided by the other Party from time to time.

9. WARRANTIES, INDEMNIFICATION and LIMITATIONS OF LIABILITY

9.1. Each of the Parties to this Agreement warrants that it has the power and authority to enter into and perform this Agreement.

9.2. Customer warrants and represents to Supplier that it has all rights and licenses to Customer Data necessary to provide access to Customer Data to Supplier, and grant all rights and licenses provided to Supplier in this Agreement, including the rights to use the Customer Data in accordance with clause 6.

9.3. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE AI SERVICES, PRODUCTS, SUPPLIER MATERIALS AND OUTPUT ARE PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF THE OUTPUT IS AT CUSTOMER'S SOLE RISK. SUPPLIER DOES NOT WARRANT, REPRESENT, UNDERTAKE, OR AGREE THAT: (A) THE USE OF THE AI SERVICES BY CUSTOMER OR ITS AUTHORIZED USERS WILL MEET CUSTOMER'S REQUIREMENTS NOR THAT ANY RECOMMENDATIONS DERIVED FROM USE OF THE AI SERVICES WILL DELIVER ANY PARTICULAR BENEFITS IF IMPLEMENTED; OR (B) THE FUNCTIONS OF THE AI SERVICES WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER SELECTS FOR USE.

UNDER NO CIRCUMSTANCES WILL SUPPLIER OR SUPPLIER PERSONNEL HAVE ANY LIABILITY FOR ANY LOSSES, CLAIMS, DAMAGES, COSTS, OR EXPENSES CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO SUPPLIER AND/OR SUPPLIER PERSONNEL BY OR ON BEHALF OF CUSTOMER IN CONNECTION WITH THE AI SERVICES, OR ANY ACTIONS TAKEN BY SUPPLIER AND/OR SUPPLIER PERSONNEL AT CUSTOMER'S DIRECTION.

9.4. Customer shall indemnify, keep indemnified and hold Supplier and Supplier Personnel harmless against any and all damages, claims, actions, proceedings, losses and reasonable costs (including legal fees) and expenses arising from any third party claims or actions arising out of or in connection with: (i) Customer's or the Authorized Users' use (or misuse) of the AI Services; and/or (ii) any breach of Customer's warranty in clause 9.2.

9.5. Under no circumstances will Supplier or any Supplier Personnel be liable to Customer for any infringement of Intellectual Property rights based on: (a) any changes, modifications, updates or enhancements made to the AI Services other than by Supplier or Supplier Personnel; (b) any use of the AI Services by Customer or its Authorized Users in a manner contrary to Supplier's instructions and/or in breach of this Agreement; or (c) Customer's or its Authorized Users' use of the AI Services after notice or becoming aware of the actual or threatened claim.

9.6. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF EITHER PARTY TO THE OTHER FOR:

9.6.1. DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;

9.6.2. FRAUD OR FRAUDULENT MISREPRESENTATION BY IT OR ITS EMPLOYEES; OR

9.6.3. ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

9.7. SUBJECT TO CLAUSE 9.6, NEITHER PARTY WILL BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE), BREACH OF STATUTORY DUTY, CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE FOR:

9.7.1. ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF SAVINGS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR PURE ECONOMIC LOSS OR (SUBJECT TO CLAUSE 6.4) ANY LOSS OR CORRUPTION OF DATA OR INFORMATION (REGARDLESS OF WHETHER THESE TYPES OF LOSS OR DAMAGE ARE DIRECT, INDIRECT OR CONSEQUENTIAL); OR

9.7.2. ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER,

9.7.3. IN EACH CASE HOWEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND EVEN IF THEY WERE AWARE OF THE POSSIBILITY THAT SUCH LOSS OR DAMAGE MIGHT BE INCURRED.

9.8. SUBJECT TO CLAUSE 9.6 AND 9.7, THE TOTAL AGGREGATE LIABILITY TAKEN TOGETHER OF EACH PARTY (INCLUDING LIABILITY FOR BREACH) IN CONTRACT (INCLUDING UNDER ANY INDEMNITIES), TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE PERFORMANCE, NON-PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO SUPPLIER BY CUSTOMER IN THE PRIOR TWELVE MONTH PERIOD.

10. COMMENCEMENT AND TERM

10.1. This Agreement will commence on the date the Customer accepts the Terms of Use, and shall continue in force until the Services are Terminated.

10.2. The term of the services shall be for the period set forth by Customer upon signing up, or as changed by Customer during the Term by modifying the term period on the Supplier website.

10.3. The Services shall automatically renew for an additional period unless the Customer provides 7 days advance notice for a monthly plan, or 30 days notice for an annual plan.

11. TERMINATION AND SUSPENSION

11.1. Without affecting any other right or remedy available to it, Supplier may terminate this Agreement with immediate effect by giving written notice to the Customer if:

11.1.1. Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified to make such payment; or

11.1.2. Customer commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven (7) days after being notified in writing of such remediable breach.

11.2. On termination of this Agreement for any reason:

11.2.1. all licenses granted under this Agreement will immediately terminate and Customer and the Authorized Users shall immediately cease all use of the AI Services. For the avoidance of doubt, any licenses granted under this Agreement which are stated to be granted on a perpetual and irrevocable basis will survive the termination of

this Agreement for any reason and will continue in full force and effect;

11.2.2. Supplier may immediately end the provision of, and Customer's and the Authorized Users' use of and access to, the AI Services;

11.2.3. Customer shall immediately pay all sums and amounts payable to Supplier under the terms of this Agreement;

11.2.4. upon request of the disclosing Party, each Party shall return or destroy, the other Party's Confidential Information (except that Supplier may retain reasonable professional records of Customer's and its Authorized Users' use of the AI Services and will be entitled to retain Customer's Confidential Information for the purposes of internal audit, litigation and/or to comply with applicable laws);

11.2.5. Supplier may destroy or otherwise dispose of any of Customer Data in its possession at any point thirty (30) days or more after termination of this Agreement;

11.2.6. any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination will not be affected or prejudiced; and

11.2.7. clauses 1, 5 to 7, 9, and 11 to 16 (inclusive) and any other provisions which are necessary for the interpretation or enforcement of this Agreement will continue in force notwithstanding termination.

11.3. Supplier may suspend Customer's, and its Authorized Users', right to access and use the AI Services or use any portion or all of the AI Services immediately upon notice to Customer if it determines acting reasonably:

11.3.1. that Customer's (or an Authorized User's) use of or access to the AI Services (a) poses a security risk to Supplier, the AI Services or any part of the AI System or any third party; (b) may adversely impact availability or performance of the AI Services, the Software or the systems or software of any other customer of Supplier; (c) may subject Supplier or any third party to any liability; or (d) may be fraudulent; or

11.3.2. that Customer, or any Authorized User, is in breach of this Agreement or any other agreement by which software being used on or in conjunction with the AI Services is licensed.

11.3.3. Supplier shall reinstate the suspended AI Services once it has established the cause of the suspension has been remedied or ceased to exist. Where the cause of the suspension persists for more than thirty (30) days, Supplier may immediately terminate this Agreement without incurring any liability to Customer.

12. ENTIRE AGREEMENT

12.1. This Agreement constitutes the entire agreement between the Parties in relation to its subject matter. It replaces and extinguishes all prior agreements, collateral warranties, collateral contracts, statements, representations, and undertakings made by or on behalf of the Parties, whether oral or written, in relation to that subject matter.

12.2. Each Party acknowledges that in entering into this Agreement it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of the other Party in relation to the subject matter of this Agreement (together "**Pre-Contractual Statements**") and which are not set out in this Agreement. Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.

12.3. Nothing in this clause will exclude or restrict the liability of either Party arising out of its pre-contractual fraudulent misrepresentation or fraudulent concealment.

13. NOTICES

13.1. Subject to clause 13.3, any notice required to be given under this Agreement shall be in writing in English and shall be delivered by email to the other Party at its email address as set out at signup, or such other address as may have been notified by that Party for such purposes (with any notice to Supplier being to legal@tractable.ai).

13.2. A notice sent in accordance with clause 13.1 will be deemed to have been received at the time and date of transmission shown on the saved sent copy kept by the sender (or if delivery is not in business hours, at 9:00am (New York time) on the first Business Day following delivery) provided that no automatic bounce back or out of office message is received by the sender.

13.3. This clause 16 will not apply to the service of legal proceedings.

14. MISCELLANEOUS

14.1. Force Majeure. Supplier shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Supplier or any other Party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances Supplier shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months, either Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party.

14.2. No Waiver. The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Agreement, this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

14.3. Rights and Remedies. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.4. Severance. If any provision, or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision will be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement will not be affected, unless otherwise required by operation of applicable law. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were modified, the provision will apply with whatever modification is

necessary to give effect to the commercial intention of the Parties.

14.5. Assignment.

14.5.1. Subject to clause 14.5.2, Customer shall not, without the prior written consent of Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement;

14.5.2. Nothing in this Agreement limits Supplier's ability to assign any rights in this Agreement, including its accounts receivable or any other financial interest.

14.6. Relationship of the Parties. Nothing in this Agreement is intended to, or will be deemed to, establish or constitute any partnership or joint venture between any of the Parties, create a relationship of principal and agent for any purpose between the Parties, or authorize either Party to make or enter into any commitments for or on behalf of the other Party.

14.7. Variation.

14.7.1. Supplier may amend the AI Services and/or the Products from time-to-time provided such amendments apply to the majority of customers for those Products and do not materially and negatively impact the functionality, performance or security of the AI Services and Products.

14.7.2. Supplier may amend or update the Terms of Use and associated Schedules from time to time. Supplier shall provide User with notice of any such updated Terms of Use. Continued use of the Services shall be construed as acceptance of the updated Terms of Use and associated Schedules.

15. THIRD PARTY RIGHTS

15.1. Customer shall not bring any claim (whether in contract, tort or otherwise) under or in connection with this Agreement against any Supplier Affiliate.

15.2. Any losses incurred by any Supplier Affiliate under or in connection with this Agreement will be deemed to have been suffered by Supplier (and will be recoverable by Supplier in accordance with the terms of this Agreement as if they had been suffered by Supplier).

15.3. Except as set out in this clause 15 and subject to Supplier Personnel being entitled to rely on and enforce the provisions of clause 9, a person who is not a Party to this Agreement may not enforce any of its provisions under any legislation otherwise entitling it to do so nor bring a claim for the recovery of any losses, liabilities, expenses or costs arising out of or relating to this Agreement or the AI Services. The consent of any third party is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of this Agreement.

16. GOVERNING LAW AND JURISDICTION; MANDATORY ARBITRATION CLAUSE

16.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (a "**Dispute**") will be governed by and construed in accordance with the laws of the State of New York.

16.2. Exclusive Dispute Resolution Mechanism. Subject to clause 16.5, the procedures set out in clauses 16.3 to 16.4 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time.

16.3. Negotiations. A Party shall send written notice to the other Party of any Dispute ("**Dispute Notice**"). The Parties shall first attempt in good faith to resolve any Dispute set out in the Dispute Notice by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within 14 days after one Party delivers the Dispute Notice to the other Party, either Party may, by written notice to the other Party ("**Escalation to Executive Notice**"), refer such Dispute to the executives of each Party (or to such other person designated by such Party in a written notice to the other Party) ("**Executive(s)**").

16.3.1. If the Executives cannot resolve any Dispute during the time period ending 90 days after the date of the Escalation to Executive Notice, either Party may initiate arbitration under clause 16.4.

16.4. Arbitration as a Final Resort. If for any reason the Parties cannot resolve any Dispute in accordance with the procedure set out at clause 16.3, the Dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be one, the place of the arbitration shall be New York, and the language of the arbitration shall be English.

16.5. Nothing in this clause 16 shall prevent either Party from applying at any time to the courts of any country for injunctive or other interim relief.

Schedule 1 - Definitions

The following definitions apply in this Agreement:

Word/phrase	Meaning
Affiliate	in respect of a Party, any entity that from time to time, directly or indirectly, controls, is controlled by, or is under common control with that Party and any other entity agreed in writing by the Parties as being an Affiliate in respect of either Party.
AI Services	the services provided by Supplier using the AI System (including the ingestion of Customer Data and the production of Output for Customer) by making available to Customer the Product.
AI System	the computer vision and evaluation system (including all algorithms, models and classifiers which it utilizes, its user interfaces, manual quality assurance / quality checking processes, back-end system, updates, user support services, and any other related software provided by Supplier) which the Supplier uses to perform the AI Services, including any mobile or web application and/or web user interface.
Anonymized Data	has the meaning given in clause 6.3.2.
Authorized Users	Any individual employee, agent or contractor of Customer, who are authorized by Customer to access and use the AI Services solely on behalf of and for the benefit of Customer for Customer's internal business purposes.
Business Day	any day which is not a Saturday, Sunday or national holiday in the United States.
Confidential Information	all information in any medium or format (including written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with any copies, which relates to the Disclosing Party, to its Affiliates, to its (or its Affiliates') employees, officers, customers or suppliers, to its intellectual property whose protection is guaranteed by maintaining confidentiality, or to the existence or terms of this Agreement, and which is directly or indirectly disclosed by or on behalf of the Disclosing Party to the Receiving Party under or in connection with this Agreement (or which is learnt or acquired by the Receiving Party in connection with this Agreement), whether before or after the date of this Agreement, and which would reasonably be regarded as confidential, but will not include: (i) information which is in the public domain other than as a result of a breach of this Agreement or any separate confidentiality undertaking between the Parties; (ii) information which the Receiving Party received, free of any obligation of confidence, from a third party which was not itself under any obligation of confidence in relation to that information, whether before the date of its disclosure by the Disclosing Party or otherwise; (iii) information which the Receiving Party can show by its written or other records was developed or created independently by the Receiving Party or any member of the Receiving Party's Group; or (iv) any Anonymized Records.
Customer Data	any data (including Customer Personal Data) transferred to Supplier by Customer for input into the AI System, including any data input into the AI System by the Authorized Users, but excluding all Anonymized Data.
Customer Personal Data	any personal data transferred from Customer to Supplier under this Agreement.
Disclosing Party	a Party disclosing its Confidential Information to the Receiving Party, which in the case of Customer may be Customer and/or the Authorized Users and in the case of Supplier may be Supplier and/or any Supplier Affiliate, as applicable.
Intellectual Property Rights	(a) patents, inventions, designs, copyright and related rights, database rights, knowhow and Confidential Information, trade marks (whether registered or unregistered) and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (b) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (c) all applications, extensions and renewals in relation to any such rights.
Output	the results produced by Customer's use of the AI Services, as may be more particularly described in the relevant Service Description.
Product	a specific use case of the AI System, as identified in the applicable schedule.
Receiving Party	a party receiving Confidential Information from the Disclosing Party, which in the case of Supplier may be Supplier and/or any Supplier Affiliate, as relevant.
Sales Tax	any applicable national, federal, state and local sales, use, value added, excise and

	other similar taxes, fees and surcharges that are legally or by custom borne by a purchaser of goods or services.
Services	the services (including any AI Services) to be provided by Supplier under this Agreement,
Service Description	the description of the Services as set out in the applicable Schedule.
Software	the software used by Supplier and/or any Supplier Affiliate or sub-contractor in delivering the AI Services.
Supplier Materials	any: code, rules, algorithms, models and/or methodology created and/or utilized by Supplier as part of the AI Services; classifiers and interim data created during the classification process by Supplier used to produce the Output, such as labels and tags; and/or data from third party data providers or vendors**.**
Supplier Personnel	any Supplier Affiliates and Supplier's and any Supplier Affiliates' employees, directors, officers, agents and subcontractors.

SCHEDULE 2:

Description of Products

The Tractable for Repair Shops service is available at three levels of service, Silver, Gold, and Platinum.

SILVER	● Use of the Tractable Guided Photo Capture process to obtain photographs of damaged vehicles with configurable branding. ● Ability of Bodyshop Personnel to view the photos within the Tractable Customer Portal.
GOLD	The Silver Service *plus* ● Assessment of damaged status of the panels set forth in Table 1 below. ● Identification of suggested repair operations for the panels set forth in Table 1 below. ● The damage types set forth in Table 2 are out of scope for the Gold Package.
PLATINUM	The GOLD Service *plus* ● A preliminary Instant Quote (as set forth in Table 3) ● The damage types set forth in Table 2 are out of scope for the Platinum Package

Customer shall use the Tractable for Repair Shops Services to assist in the provision of auto physical damage repairs for damaged vehicles. Depending on the service level chosen, Customer's end-users (i.e., car owners) ("Users") will be given access to Tractable's Guided Photo Capture App and/or Tractable's AI Damage Assessment App ("App"). Tractable will provide Customer with a web link which may be included on Customer's website to provide access for Users to the relevant App and/or related web pages. Tractable may on request provide Customer with a QR Code which can also be used to allow access to Users to the relevant App. For full functionality, the App will need to be accessed via the Users mobile phone. These links will all be specific to individual rooftops of Customer, to the extent that Customer has multiple rooftops. Use of the Guided Photo Capture App and the AI Assessment App by Users is subject to the agreement with the Tractable Terms and Conditions and Privacy Policy, provided through the App.

Tractable's Guided Photo Capture App

The Tractable Guided Photo Capture App is designed to assist in the collection of the required photos and other factual information necessary for a bodyshop to generate a photo based quote for a vehicle repair.

The Guided Photo Capture App system may include branding indicating that it is being provided by Tractable on behalf of Customer. For inclusion of Customer branding, as well as other customizations in the Guided Photo Capture App, the Customer will coordinate with a Tractable representative who will assist and gather the required information. Inclusion of Customer branding is optional.

The Guided Photo Capture App shall also gather the following information:

User First and Last Name
User Email Address
User Mobile Phone Number
Vehicle Identification Number
Vehicle Mileage
User Reported Point of Impact
User Indication of Whether Vehicle is Drivable
User Indication of Airbag Deployment
Additional information may be gathered by the App in the future and provided to the Customer.

The Customer shall receive access to the information above, as well as access to the photos, (collectively, the "Output"), by way of the Tractable Repairer Portal (collectively, the "Output").

Tractable's AI Estimator App

Tractable has developed the Tractable AI Damage Assessment App, which is able to provide AI Damage Appraisals on a panel level as well as generate Instant Quotes, depending on the level of service selected. The Customer may use the Tractable AI Damage Assessment App to assist in the provision of auto physical damage repairs for damaged vehicles by performing a damage appraisal. Photos and relevant information will be provided to the Tractable Guided Photo Capture App which is integrated within the Tractable AI Damage Assessment App. The photos and information by the Tractable Guided Photo Capture App are set forth above.

Based on the photos and information gathered, the Tractable AI Damage Assessment App can generate a complete damage assessment of the vehicle on a panel level and identify suggested repair operations for the vehicle. The Tractable AI Damage Assessment App is also capable of generating a preliminary assessment of the costs of such repair operations on a panel level, as well as an overall estimated cost of repairs. Table 1 below identifies the panels covered by the Tractable AI Damage Assessment App and Table 2 identifies types of damage which are out of scope.

The Tractable AI Damage Assessment App system may include branding indicating that it is being provided by Tractable on behalf of Customer. Additionally, the Tractable AI Damage Assessment App may include additional customization. For inclusion of Customer branding and customization as part of the Gold or Platinum level services, a Tractable representative will assist and gather the required information. Inclusion of Customer branding is optional.

For the Platinum Service, Customer will need to provide Tractable with any applicable sales tax for each rooftop, and identification of what labor rates to use for each rooftop. This data will be used in generating the Instant Quote.

All of the information provided to the Bodyshop through the Tractable Guided Photo Capture App is also provided through the Tractable AI Damage Assessment App and the associated Tractable Repairer Portal. Additionally, depending on the level of service selected by the Customer, the following information is provided to the Bodyshop and to the User (usually, the owner of the vehicle). The App can potentially be customized to not provide certain information to the User if the Customer requests.

Below is a table setting forth what the Gold and Platinum level services include. The Platinum level service comprises provision of an Instant Quote (which includes the components set forth in Table 3 below). An Instant Quote is an assessment of the damage to a vehicle and the estimated costs to repair such damage.

	Gold		Platinum	
	Customer (Bodyshop)	User (Car Owner)	Customer (Bodyshop)	User (Car Owner)
Information from the Tractable Guided Photo Capture App	✓		✓	
Panel Level Identification of Suggested Repair Operation	✓	✓	✓	✓[1]
Panel Level Estimate of Total Cost to Repair			✓	✓[1]
Panel Level Estimate of Labor Hours to Repair			✓	
Vehicle Level Estimate of Total Cost to Repair			✓	✓[1]

The information, including any AI assessment, made available through the Services is not intended to constitute a final decision

[1] Customer (Bodyshop) may opt out of displaying these values to the User (Car Owner).

regarding the management of any insurance claim or other insurance-related, financial, legal or other advice. Supplier disclaims, and Customer expressly relieves Supplier from any claims, damages, costs, or liabilities that may arise from, or relate to any acts or omissions made by Customer, Users, or any policyholder based in whole or in part based on any information provided under this Agreement.

Customer shall be responsible for ensuring that assessments are made available in a manner consistent with all applicable regulations and laws. A physical inspection is required to verify the full extent of damages. The assessments and estimated costs provided are not intended to serve or be relied upon as the written estimate required prior to commencement of repair work where required by applicable statutes or regulations.

For the monthly fee, Customer will receive up to 250 assessments per rooftop each month. Excess assessments each month will be charged at a rate of $2 per assessment. Assessments for Customers with more than one rooftop will be pooled together (i.e., higher usage at one location may be set off vs. lower usage at another location). An assessment is considered any transaction in which the guided photo capture process is completed and that is not out of scope.

The information provided to the Customer or the User all collectively constitute the “Output”.

Table 1

a. In-scope panels* by region			
Country	Panel coverage		
USA and Canada	All 86 panels:		
	Left Fender Right Fender Hood Front Bumper Rear Bumper Front Left Door Front Right Door Left Quarter Panel Right Quarter Panel Trunk Rear Right Door Rear Left Door Left Headlamp Right Headlamp Left Taillamp Right Taillamp Grille Left Mirror Right Mirror Left Rocker Panel Right Rocker Panel Roof Front Windshield Rear Windshield Left A-pillar Right A-pillar Front Left Wheel Front Right Wheel Rear Left Wheel Rear Right Wheel	Front Left Tire Front Right Tire Rear Left Tire Rear Right Tire Front Left Wheel Cover Front Right Wheel Cover Rear Left Wheel Cover Rear Right Wheel Cover Rear Bumper Lower Cover Front Left Door Window Front Right Door Window Rear Left Door Window Rear Right Door Window Front Bumper Grille Front Bumper Lower Cover Rear Bumper Left Reflector Rear Bumper Right Reflector Front Bumper Molding Front Bumper Left Molding Front Bumper Right Molding Rear Bumper Molding Rear Bumper Left Molding Rear Bumper Right Molding Front Left Door Molding Front Right Door Molding Rear Left Door Molding Rear Right Door Molding Front Bumper Left Foglamp Front Bumper Right Foglamp Front Bumper Left Foglamp Cover	Front Bumper Right Foglamp Cover Left Fender Wheel Opening Molding Right Fender Wheel Opening Molding Left Quarter Wheel Opening Molding Right Quarter Wheel Opening Molding Left Fender Molding Right Fender Molding Left Quarter Panel Molding Right Quarter Panel Molding Front Left Door Handle Front Right Door Handle Rear Left Door Handle Rear Right Door Handle Left Fender Liner Right Fender Liner Left Quarter Panel Liner Right Quarter Panel Liner Rear Bumper Right End Cap Rear Bumper Left End Cap Rear Bumper Step Pad Front Bumper Right End Cap Front Bumper Left End Cap Left Body Side Panel Right Body Side Panel Left Cab Corner Right Cab Corner

*Supplier may in future include additional panels.

Table 2

Out-of-scope	
Damage	**Example / additional information**
Structural damage	E.g., frames, inner structural panels
Mechanical damage	E.g., suspension, wishbones, engine exhaust radiator, air cooler
Interior damage	
Glass damage	
Fire, hail or flood damage	
Parts	
Assumed damaged parts	only damage explicitly present in photos will be in scope
Sub-part minor details	E.g., brackets, clips, panel, hinges, door rubbers, door sensors, window mechanisms, number plates, aftermarket accessories
Vehicles	
Vehicles with significant non-factory body modifications, classic cars, heavy commercial vehicles, caravans, motor homes, motorbikes, vans, agricultural vehicles, and vehicles with significant advertising/non-factory branding.	

Table 3

Instant Quote Components	
Vehicle Level	An overall initial assessment of the expected cost to repair the auto physical damage based on the visible damage as shown in the photographs.
	An overall initial assessment of the expected labor hours required to repair the auto physical damage based on the visible damage as shown in the photographs.
Panel Level	Whether a damaged panel should be repaired or replaced.
	Whether a panel needs to be removed and installed (R&I).
	Whether a panel needs a paint blend.
	An initial assessment of the expected cost to repair each damaged panel.