

LIMELIGHT FINANCIAL SERVICES LIMITED

Motorcentral™ Software License Agreement

1 Definitions

- 1.1 "Limelight" means Limelight Financial Services Limited.
- 1.2 "Software" means the Motorcentral™ software used for the purpose of managing vehicle dealerships.
- 1.3 "Updates" means improvements to the Software which fix minor flaws or bugs.
- 1.4 "You" means the entity or entities named as the licensee on the License Information section located under the Help menu of the Software and "Your" has a corresponding meaning.

2 Grant of Software licence

- 2.1 Limelight grants You the non-exclusive, non-transferable and non-sublicensable right to use the Software for the purpose of managing your vehicle dealership.
- 2.2 You may use the Software at different sites that You operate.

3 Term of Software licence

- 3.1 Unless this licence is terminated in accordance with these terms & conditions or by agreement between the parties, and provided you comply with these terms & conditions including paying all applicable fees, You may use the Software indefinitely.

4 Software licence fee

- 4.1 You agree to pay the applicable licence fee charged by Limelight from time to time in relation to the Software.

5 Payment of fees

- 5.1 You agree to pay Limelight all fees due under these terms & conditions in accordance with any applicable invoice, irrespective of whether such fees are payable in advance or retrospectively.

6 Updates and upgrades

6.1 Limelight is not obliged to provide any Updates or upgrades.

7 Software support

7.1 Software support is available to You via the Motorcentral Support website located at www.motorcentral.co.nz/support.

7.2 You may submit a request for service from Limelight via the online support ticketing system locate at the website in Clause 7.1. Limelight is under no obligation to respond to Your requests.

7.3 Telephone and/or email and/or other technical support is also available during the hours of 9am - 5pm Monday - Friday (excluding public holidays). However, Limelight is entitled to charge You a fee based on Limelight's standard hourly rate in force at the time, together with any reasonable disbursements or expenses Limelight incurs in providing this type of requested support.

7.4 If you request Software Support You agree to pay any associated fee in force at the time. The minimum charge for any Support request is 15 minutes.

Software Support Packs

7.5 If You purchase a 1-hour Support Pack You are entitled to one hour of Software Support during the hours of 9am - 5pm Monday - Friday (excluding public holidays) in the same calendar month.

7.6 A maximum of two support packs may be purchased in any one calendar month.

7.7 Any unused time expires at the conclusion of the same calendar month.

8 Intellectual Property

8.1 You acknowledge that Limelight owns all intellectual property rights in and to the Software, including any modifications to the Software made at Your request or suggestion.

8.2 You do not receive or acquire any rights to patents, copyright, trade secrets, trademarks or any other rights or licences to the

Software beyond the rights and licences expressly granted in these terms & conditions.

8.3 Limelight does not obtain any rights in relation to the data that you enter and store in the Software.

9 Modification of Software

9.1 In the event that Limelight agrees to modify the Software at Your request, unless otherwise agreed in writing, You shall pay the cost of such modification.

10 Your obligations

10.1 You may not:

(a) Use the Software other than in accordance with the licence granted in clause 2.1 above;

(b) Copy, modify, adapt, translate, make derivative works from, decompile, reverse engineer or disassemble the Software, or attempt to do any of these actions;

(c) Attempt to circumvent or defeat any security features contained in the Software;

(d) Remove, obscure, or alter the copyright notices, trade marks, or other proprietary rights notices contained within or relating to the Software;

(e) Use the Software for the purpose of or as an incidental part of conducting any illegal, unlawful or offensive activity;

(f) Sublicense or disclose the Software to a third party without the express prior written consent of Limelight.

11 Hosting

11.1 If You wish Limelight to arrange for the hosting of Your database, the terms and conditions set out in Schedule 1 form part of these terms & conditions.

12 Backup

12.1 You will be responsible for the backup and recovery of all data stored in Your database unless You have agreed with Limelight that Limelight will host Your database.

13 Availability of Software

13.1 You acknowledge that the Software may not be available at all times due to circumstances beyond Limelight's control, including but not limited to interaction with third party software and/or websites and unauthorised modifications or add-ons.

14 Interest and costs of enforcement

14.1 Limelight may:

(a) Charge interest at the rate of 14% p.a. on any outstanding amounts due under these terms & conditions;

(b) Claim from You any costs, including legal costs, incurred in enforcing these terms & conditions against You.

15 No warranties

15.1 Limelight warrants that it has the right to grant the licence referred to in clause 2 above. All other warranties, express or implied, including but not limited to fitness for purpose of the Software, are excluded to the maximum extent permitted by law. Further, Limelight does not make any warranty that the Software, or any data or information made available from it, will be error free, without interruption or delay or free from defects.

16 Limitation of liability

16.1 To the maximum extent permitted by law Limelight will not under any circumstances be liable under the law of tort, contract or otherwise for any monetary sum, including without limitation loss of profits, for any direct, indirect or consequential loss or damage, however caused, relating to or in connection with the Software, services provided by third parties, or these terms & conditions.

16.2 In the event that clause 16.1 does not apply to a particular circumstance or event, Limelight's maximum total liability to You arising out of any claim or of claims during or after the

term of these terms & conditions, for any cause whatsoever, will under no circumstances exceed NZ\$100.

17 Indemnity

17.1 You shall indemnify Limelight against any and all direct, indirect and consequential damages, losses, claims, costs (including legal costs), expenses, actions, demands, liabilities or proceedings whatsoever incurred by Limelight in respect of any claim by a third party arising from or connected to any breach or alleged breach by You of Your obligations under these terms & conditions.

18 Suspension of licence

18.1 Without prejudice to Limelight's other rights under these terms & conditions, Limelight may without notice to You suspend the licence granted in clause 2.1 or any other services provided by Limelight under these terms & conditions (including without limitation Your access to the Database if hosted through Limelight) in the event that You have not paid any fees owing under these terms & conditions.

18.2 Without limiting clause 16, Limelight shall not be responsible in any manner whatsoever for any consequences of any nature that You suffer as a result of the suspension of the licence pursuant to clause 18.1 above.

19 Termination and consequences of termination

19.1 In the event You breach these terms & conditions, Limelight may immediately terminate this licence.

19.2 You may terminate:

(a) These terms & conditions, including the licence to use the Software, in full by giving Limelight one month's written notice;

(b) Your subscription to the Software support service and/or the database hosting service by giving Limelight one month's written notice.

19.3 On termination of these terms & conditions, You must immediately cease all use of the Software.

20 Force Majeure

20.1 Limelight will not be liable for any act, omission, or failure to fulfil its obligations under these terms & conditions if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, terrorism, acts of war, epidemics, governmental action, fire, communication line failures, power failures, earthquakes or other disasters.

21 Entire agreement

21.1 These terms & conditions constitute the entire agreement between the parties in relation to the subject matter of this agreement. Any prior arrangement, agreements, representations or undertakings are superseded and extinguished.

22 No assignment

22.1 You may not assign or attempt to assign any of Your rights, interests or obligations under these terms & conditions, except with the express written permission of Limelight.

23 Amendment to terms & conditions

23.1 Limelight may amend these terms & conditions at any time by giving you 30 days written notice of its intention to do so. Your continued use of the Software following the conclusion of that 30 day notice period will constitute acceptance of the amended terms & conditions.

24 Severability

24.1 Any unlawful or voidable provision in these terms & conditions shall be read down so as to be valid and enforceable or, if it cannot be read down, will be severed from these terms & conditions without affecting the validity, legality or enforceability of the remaining provisions, provided the reading down or severing does not materially affect the purpose of or frustrate these terms & conditions.

25 Governing law and jurisdiction

25.1 These terms & conditions shall be construed and take effect in accordance with the laws of New Zealand, and are subject to the non-exclusive jurisdiction of the courts of New Zealand.

SCHEDULE 1 - Database Hosting Terms & Conditions

1 Definitions

1.1 In this schedule:

- (a) "Data" means the data entered by you in the Database;
- (b) "Database" means the database in the Software used by You;
- (c) "Principal Agreement" means the principal agreement between Limelight and You which this Schedule forms part of.
- (d) All other defined terms have the same meaning as in the Principal Agreement.

2 Application of terms & conditions

2.1 If You have agreed with Limelight in writing, that Limelight will host the Database, these terms & conditions shall apply.

3 Hosting service

3.1 Limelight agrees to arrange for the hosting of the Database up to 4 GigaBytes for You on its server or servers or a third party's server or servers during the period of these terms & conditions.

4 Fees

4.1 You agree to pay Limelight's standard Database hosting fees in force from time to time in the manner specified in clause 4 of the Principal Agreement.

4.2 Limelight may change the hosting fee by giving you two months notice of the intended change. Limelight agrees that it will not change the fee more than once during any calendar year.

5 Backup

- 5.1 Limelight shall use reasonable endeavours to backup Your Data on a daily basis.
- 5.2 Limelight shall not be liable to You in any manner whatsoever in the event that the backup referred to in clause 5.1 above fails or Data cannot be recovered.
- 5.3 In the event that clause 5.2 does not apply to a particular circumstance or event, the provisions of clause 16.2 of the Principal Agreement shall apply.

6 Availability of Database

- 6.1 You acknowledge that while Limelight will use reasonable endeavours to ensure that that the Database is functional, from time to time the Database may not be available due to maintenance, bugs, errors and circumstances beyond Limelight's control. Limelight shall not be responsible in any manner in the event that the Database is not operational.
- 6.2 Limelight will use reasonable endeavours to give You notice of any planned maintenance which may result in the Database being unavailable for a period of time.

7 Termination of hosting agreement

- 7.1 You may terminate your subscription to the hosting service at any time by giving one month's notice in writing.
- 7.2 Limelight may terminate the hosting service by giving You one month's notice in writing. Unless you advise otherwise in writing, following providing notice of termination Limelight will provide reasonable assistance to You in arranging for the Database to be hosted by another third party.